

## **County of Mercer**

McDade Administration Building, 640 South Broad Street, Third Floor,  
P.O. Box 8068, Trenton, NJ 08650-0068

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# **SPECIFICATIONS FOR BID FOR COUNTYWIDE ROOF REPAIRS FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS**



**To Be Received On**  
February 23, 2016

Prepared By:  
Department of Purchasing

**CK09MERCER2016-03**

**COUNTY OF MERCER  
BID DOCUMENT CHECKLIST**

Required With Bid	DOCUMENTATION REQUIRED OR REVIEWED	Read, Signed & Submitted Bidder's Initial
<b>A.</b>	<b>FAILURE TO SUBMIT ANY OF THE ITEMS WITH YOUR BID IN SECTION A. IS <u>MANDATORY</u> CAUSE FOR REJECTION OF BID</b>	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification (Do not reference a company)	
<input checked="" type="checkbox"/>	Required Evidence EEO/Affirmative Action Regulations Questionnaire	
<input checked="" type="checkbox"/>	Completed and Signed Proposal Page	
<b>B.</b>	<b>MUST COMPLY WITH THE FOLLOWING</b>	
<input checked="" type="checkbox"/>	Executive Order 98-1	
<b>C.</b>	<b>MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED</b>	
<input checked="" type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder (Prior to Award, but effective at time of bid)	
<input checked="" type="checkbox"/>	Business Registration Certificate – Bidder (Prior to Contract Award)	
<b>D.</b>	<b>SUBMIT THE FOLLOWING/COMPLY WITH THE FOLLOWING</b>	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Prevailing Wage Certification	
<input checked="" type="checkbox"/>	Iran Certification	
<input checked="" type="checkbox"/>	Three (3) references for similar projects	
<input checked="" type="checkbox"/>	Insurance and Indemnification Certificate	
<input checked="" type="checkbox"/>	Certification of Available Equipment	
<input checked="" type="checkbox"/>	Safety Certification	
<input checked="" type="checkbox"/>	One Original Complete Bid and One Complete Copy of the Bid	
<b>E.</b>	<b>READ ONLY</b>	
<input checked="" type="checkbox"/>	Americans With Disability Act of 1990 Language	
<b>F.</b>	<b>OPTIONAL ITEM(S)</b>	
<input checked="" type="checkbox"/>	Extend to County Cooperative Purchasing Members	

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

## **NOTICE TO BIDDERS**

Notice is hereby given that on February 23, 2016 at 11:00 A.M. (Prevailing time), sealed bids will be opened and read in public by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 321 Third Floor, Trenton, New Jersey for:

### **COUNTYWIDE ROOF REPAIRS FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS CK09MERCER2016-03**

Bids shall be delivered in sealed envelopes and addressed to Marcella Covello, Purchasing Agent, Room #321, 640 South Broad Street, Third Floor, P.O. Box 8068, Trenton, NJ 08650-0068.

**Express and overnight mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Room 321, Trenton, New Jersey 08611.**

#### **NOTE:**

**The United States Postal Service does not deliver priority or overnight mail directly to the County of Mercer's physical address. If a bidder chooses to use the United States Postal Service, it is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.**

Specifications and instructions to bidders may be obtained at the Purchasing Office or on the County website at <http://nj.gov/counties/mercer/procurement/bidsopp.html>

The County of Mercer does not release the project estimate.

Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27.

Mercer County Procurement Website:

<http://nj.gov/counties/mercer/procurement/bidsopp.html>

COUNTY OF MERCER, NEW JERSEY  
Marcella Covello, QPA  
Purchasing Agent  
CK09MERCER2016-03  
609 989 6710

### **COUNTY CONTRACT PURCHASING SYSTEM**

County Cooperative Contract Purchasing is specifically provided for in N.J.S.A. 40A:11-11(6) and **(5:34-7.21)**.

County Cooperative Contract Purchasing is a Cooperative Purchasing System that may be created only by a county. Using only its own needs, the county advertises for the receipt of bids and awards a contract to the successful bidder. With the approval of both Mercer County and the vendor, contracting units located within the geographic boundary of Mercer County may purchase under the contract subject to its specifications, terms and conditions.

### **VENDOR WILL EXTEND CONTRACT PRICES TO THE "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS**

- ☐ Check here if willing to provide the goods and services herein bid upon to local governmental contracting units located within the County of Mercer without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the contracting units, subject to the overall terms of the contract to be awarded by the County of Mercer, and that no additional service or delivery charges will be allowed except as permitted by these specifications.
- ☐ Check here if not willing to extend prices to contracting units located in the County of Mercer. It is understood that this will not adversely effect consideration of this bid with respect to the needs of the County of Mercer. The contract for the stated needs of the County will be awarded to the lowest responsible bidder, and specifically not made available to contracting units within the County of Mercer.

## **REGISTER TO DO BUSINESS WITH THE COUNTY OF MERCER**

A weekly e-notification is sent to all vendors currently registered with the County of Mercer, directing them to bidding opportunities on the County Procurement website.

### **REGISTER AT:**

<https://secure.jotform.com/form/2760607202>

## INSURANCE REQUIREMENTS

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

**In all cases where a Certificate of Insurance is required, the County of Mercer and Mercer County Park Commission (if applicable) is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:**

**"The County of Mercer named as additional insured for general liability and automobile insurance."**

## **INSTRUCTIONS TO BIDDERS**

In the event that an EXCEL spreadsheet is posted on our website, please submit the EXCEL Spreadsheet on CD and include hard copy proposal with bid. The detailed form of proposal is found on the County of Mercer website, at:

<http://nj.gov/counties/mercerc/business/purchasing/bidsopp.html> Bidders shall not modify the format of the spreadsheet. Do not convert the Spreadsheet to Portable Document Format (PDF) or change the format. Bidders shall also include with their bid response, a printed copy of the completed spreadsheet.

BIDDERS MUST INCLUDE WITH THEIR BID RESPONSE, A PRINTED COPY OF THE COMPLETED BID AND SPREADSHEET. THE HARD COPY BID AND PROPOSAL IN THE BID DOCUMENT PREVAILS.

# **SPECIFICATIONS FOR COUNTYWIDE ROOF REPAIRS FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS**

## **INTENT**

The County of Mercer requests bids from qualified roofing contractors to furnish all labor, materials, equipment, supervision and insurance necessary to execute and complete roof repair work at various buildings throughout the County of Mercer. Contracts shall be awarded to two successful bidders (roofing contractors) in accordance with their all-inclusive straight time hourly rate. The lowest cost responsive and responsible bidders shall be awarded contracts and ranked No. 1 and No. 2. **Subcontracting the roof work is not permitted.** Respondents must be roofing contractors and shall have five years experience in the installation and repair of roofing systems. In the event that roof replacement is necessary and signed and sealed drawings are not required, replacement may be required and necessary. The County of Mercer Facilities have budgeted approximately \$260,000.000 annually for this procurement. The contract shall be awarded for a period of two (2) years.

Roof replacements identified by a capital project and requiring signed and sealed drawings by a Licensed Engineer are not part of this contract and will be bid separately.

## **SCOPE OF WORK**

The Contractor shall provide all labor, materials, equipment, supervision, and insurance necessary to execute and complete the work. The Contractor shall remove all debris, garbage, equipment and materials from the job site upon completion of the job. All roofing procedures shall be in accordance with good roofing practices as outlined by the National Roofing Contractor's Association. Asbestos materials are prohibited.

## **BASIS OF AWARD**

Bidders shall provide an hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses and per diem. This labor rate is an all-inclusive rate. The lowest cost responsive and responsible bidders shall be awarded contracts and ranked No. 1 and No. 2.

## **FOLLOWING DOCUMENTS REQUIRED AND REFER TO THE BIDDER'S CHECKLIST**

The following must be provided with the bid proposal package:

- Bidder must be registered as Public Works Contractors with the New Jersey Department of Labor at the time of bid submittal. The Bidder certification must be provided prior to the contract award.
- Stockholder Disclosure Statement
- Acknowledgement of Receipt of Addenda (if issued)
- Affirmative Action Statement

## **EXPERIENCE**

Bidders shall have five years experience in installation and repair of roofing systems. Bidders shall provide three verifiable references of three projects of similar type over the past five years.

The awarded contractor shall provide background checks on all employees working on the project.

## **PROPOSALS**

For all projects over \$7,500.00 and emergencies over \$10,000.00, the Using Agency must obtain binding quotes from the two contractors as follows:

The Using Agency shall develop the particular scope of work for all projects. This scope of work shall be given to the two contractors. **All contractors shall be required to submit a binding quote for the**  
CK09MERCER2015-03 ROOF REPAIRS



**total cost of the project generated with the RS Means Cost Estimating guide or equivalent estimating software.** The contractor with the lowest cost, that meets the requirements of the project as defined by the Using Agency, shall be awarded the project. This procedure is mandatory for all projects with an estimated cost exceeding \$7,500.00 and over \$10,000.00.

**IN THE EVENT WORK BEING PERFORMED WILL EXCEED THE PROPOSAL PROVIDED BY THE AWARDED CONTRACTOR, THE COUNTY DESIGNEE MUST BE NOTIFIED IN WRITING PRIOR TO COMMENCEMENT OF ADDITIONAL WORK OR COMPLETION OF PROJECT.**

#### **NEW JERSEY PREVAILING WAGE ACT AND PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

Bidders shall comply and adhere to all requirements of the New Jersey Prevailing Wage Act and Public Works Contractor Registration Act.

#### **CERTIFIED PAYROLLS**

The awarded contractor shall submit certified payroll records to the County designee within ten (10) days of the payment of wages. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

#### **PROMPT PAYMENT**

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the Owner's Representative if the contractor has performed in accordance with the contract and the work has been approved and certified by the Owner's Representative. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner's representative receives it, unless the Owner's Representative provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

Bidders shall be registered through the New Jersey Division of Revenue, Department of the Treasury, at the time of or prior to the date for submission of bids. Prior to the contract award, a copy of the New Jersey Business Registration for the Contractor must be provided.

#### **RESPONSE TIME**

#### **SCHEDULED/REGULAR WORK**

The Contractor shall respond to the County with a proposal for a project within five (5) days or as stated by the County Designee. Once the proposed project is authorized and approved, the Contractor shall schedule to begin the work in a timely manner agreed upon by the County designee.

#### **EMERGENCY WORK**

The Contractor shall respond to look at the work in two (2) hours on-site have a work plan in order in twelve (12) hours and the work shall begin on the proposed project within **twenty-four (24) hours** after the Contractor receives notification from the County designee. On projects that are considered be of an emergent nature, the contractor shall mobilize the required work force and equipment within the twenty-four hours which immediately follows the time at which the contractor receives verbal notification from the County to do so. **Twenty-four hours call out response is an essential and material part of this contract. IF THE EMERGENCY IS A THREAT TO SAFETY AND BUILDING OCCUPANT, IMMEDIATE ACTION AND EQUIPMENT IS REQUIRED.** The Contractor shall provide a 24/7 contact telephone number for their designee should a problem arise, or in the case of an emergency.

### **WORK HOURS DEFINED**

The work of this contract is known to be intermittent and often is of an emergency nature. The contractor is to consider this in the preparation of this bid. The contractor shall provide labor as required during regular hours and overtime. Times are as follows:

**Regular Hours: 6:00 AM through 5:00 PM Weekdays**

**Overtime Hours: Weekdays after and prior to regular hour, weekends and holidays shall be paid at 1.3 times the regular hourly rate.**

### **INVOICING**

**AWARDED CONTRACTORS SHALL PROVIDE DETAILED INVOICING ITEMIZING HOURS WORKED FOR EACH TRADE AND THE TRADE RATE. MATERIALS SHALL BE BROKEN OUT REFLECTING THE CONTRACTOR'S COST OF MATERIALS AND 10% UPCHARGE. PROOF OF PURCHASE IS REQUIRED TO BE SUBMITTED WITH INVOICING. WITHIN TEN DAYS OF PAYING YOUR EMPLOYEES, CERTIFIED PAYROLLS SHALL BE SUBMITTED TO THE COUNTY DESIGNEE.**

### **MONTHLY REPORTING**

The contractor shall provide in writing to the County, a monthly report itemizing the cost of all work or services performed and materials provided. This shall be broken down by each using agency.

### **WARRANTY**

For all roof repairs, the Contractor shall provide all first quality materials and the Contractor shall guarantee its applications against leakage resulting directly from faulty workmanship and/or materials for a period of one (1) year. This is in addition to any guarantee and/or warranty given by the manufacturer of the roofing materials used. The Contractor is to provide evidence of expertise in roof repairs for all required installations including but not limited to single-ply membranes, shingles, cold process applications, sheet metal and modified bitumen.

**Bidders shall be certified and approved by the manufacturer of the roofing system.** Each project shall be warranted by the contractor and manufacturer. Each Contractor will use only roofing mechanics familiar with and experienced in the roof repairs as required.

### **CHANGE ORDERS**

All change order requests shall be submitted by the contractor to the Owner's Representative or County Facility Staff. Changes must be authorized in accordance with N.J.A.C. 5:30-11 et seq.

### **ROOF REPAIR METHODOLOGY**

The roof repair methodology shall be in accordance with the manufacturer's specifications. Prior to starting a job, the Contractor will be required to meet with the using agency for a clarification and pre-construction meeting. Roofing types shall include, but are not limited to:

Shingle roofing, (asphalt and asbestos) Mechanically seamed metal roofing, concrete roofing, metal decking, thermoset membrane, (EDPM rubber) thermoplastic (e.g. PVC, TPO, CSPE), modified bitumen, ballasted roofs and built-up roof, Specialty roofing systems shall also be included for installation and repairs ie; Cool roofs, green roofs, slate roofs, garden roofing systems, skylights, and atriums, Repairs may also require thermal imaging to detect moisture intrusion, and core sampling for composition analysis. Flashing details, drainage and pitching repairs, and box (built in) gutters and pitch pockets; roof coating and sealants, seam maintenance and seam repair.

### **STAGING AREA(S)**

Staging area(s) for repair operations will be agreed upon by the County designee.

**CONTRACTOR'S TEMPORARY OFFICE:**

The Contractor is responsible for providing all required temporary office space to perform the work. The Contractor shall keep complete and up-to-date drawings and specifications, supplements and shop drawings for the work.

**TEMPORARY UTILITIES**

The Contractor may be required to provide temporary utilities if not available by the county. All temporary utilities shall conform to the requirements of the N.J. Uniform Construction Code, and other authorities having jurisdiction.

**PROTECTION AGAINST WATER DAMAGE:**

It is the Contractor's responsibility to protect the building from water damage, including damage by rain water, backing up of drains, down spouts or sewers. The Contractor shall construct and maintain all necessary drainage and do all pumping required to keep the structure free from water and shall perform any pumping necessary for the full and proper execution of the roofing work and protection of the building, including all equipment installed therein. It is the Contractor's responsibility to keep the building watertight and free from leakage during the roof repair work, protect existing building construction and be responsible to repair and pay for all damage caused by it to the building's contents, existing construction, loss of business, etc. It is the Contractor's responsibility for conducting work in such a way as to not exceed building design limits. The County reserves the right to perform engineering load surveys if required. Contractors are responsible for any and all damages to county property.

**MANUFACTURER'S DIRECTIONS:**

The Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, fixtures and equipment in accordance with the manufacturer's specifications.

**LOCAL CODES AND PERMITS**

All roofing projects and work shall comply with local codes and regulations and good construction practices. All quotations shall reflect the cost of averting conflicts with local codes and regulations having jurisdiction over the site on which the roofing project is located. No extra costs will be allowed to rectify discrepancies discovered after the roof project has been awarded. Contractors shall secure permits as required.

**PROJECT SPECIFIC REQUIREMENTS**

Prior to work, the Contractor shall verify all levels and dimensions as indicated on the drawings and report errors and or inconsistencies to the County designee. The Contractor is responsible for all errors of fabrication and for proper and correct fitting together of all items of material and equipment to furnish a complete and satisfactory roofing installation.

**PROTECTION OF EXISTING WORK****STAGING AND CRANE AREAS**

Areas will be indicated where cranes or other material may be located and where materials may be stored pending their use. Temporary storage facilities will be designated by the County and no other areas of the construction site, including the rooms of the subject building, will be used for storage without approval by the County designee.

**PROTECTION OF EXISTING ROOF AND PROPERTY**

Contractor shall provide protective material to be held in place securely by sand bags or other means. Any area that is damaged, marred, scarred or otherwise damaged shall be restored to its original condition by the Contractor at no cost to the County. As facilities are occupied, noise, dirt, dust and fumes must be kept to a minimum to avoid business interruption. On a daily basis, the

Contractor is to advise the county designee as to the area the contractor will be working. All roofing materials are to be covered and protected against the elements.

#### **WORK SCHEDULE AND EMERGENCY REPAIRS**

A work schedule must be presented to the County representative. The Contractor is required to conduct his own understanding of the facility to be repaired. Any and all leaks that develop during repairs are to be located and repaired by the contractor within a maximum of 18 hours of notification. Therefore, during inclement weather and while there is water on the roof, the Contractor will have on call a roofing mechanic or mechanics should a leakage problem develop. This includes weekends, evenings and holidays. The Contractor shall provide a 24/7 contact telephone number for their designee should a problem arise, or in the case of an emergency.

#### **CONTRACTOR SIGN-IN AND OUT**

The Contractor's crew shall sign in and out at every project site and facility. The crew must sign-in when arriving on premises with the Building Supervisor and sign-out when leaving the premises. This shall include lunch breaks as well. The County will provide the sign-in sheets.

#### **TRASH REMOVAL**

Contractors shall removal all trash and debris in accordance with New Jersey DEP regulations. Site shall be kept free of all debris.

#### **CONTRACTOR'S MANPOWER, NO SUBCONTRACTORS**

Contractor shall provide adequate manpower to execute the roofing project efficiently and in a continuous manner. The Contractor is to remain on the job on all workable days until completion.  
**RESPONDENTS MUST BE ROOFING CONTRACTORS.**

#### **SPECIFIC CONDITIONS**

All work areas shall be prepped in accordance with the manufacturer.

#### **PROJECT QUOTE BREAKDOWN THROUGH RS MEANS ESTIMATOR OR EQUIVALENT**

All quotes will be submitted in writing. All quotes shall reflect the number of hours and cost per hour (normal service - straight time rate) for labor and include an itemized listing of all parts and materials, with prices, required for the job. The quote will become a firm fixed price quote.

#### **MARKUP FOR MATERIAL AND REPAIR PARTS**

The contractor is responsible for the repair or replacement of all parts related to any roof repairs. When providing maintenance and repair services; contractors shall provide a quote in accordance with the current RS Means Cost Estimator or equivalent utilizing the labor rate as provided in the proposal. Labor, profit and overhead shall be factored into the straight-time hourly rate. Contractors shall provide an upcharge to wholesale not to exceed 10%. Contractors shall provide a copy of their proposal, for each project, generated by the RS Means Cost Estimator or equivalent to the County designee.

#### **EQUIPMENT**

For rented equipment, an hourly rental rate will be used which will be determined by using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the aforesaid Rental Book. The contractor will be allowed 65 percent of the rental rate on contractor-owned equipment. The County reserves the right to provide equipment to the awarded contractor.

**INTERVIEW AND CONTRACT ADMINISTRATION**

The County will interview the apparent low bidder prior to the recommendation of award and the awarded contractor shall agree to schedule a contract kick-off meeting to familiarize personnel with the terms and conditions of the contract.

**CONTRACT AWARD**

The County of Mercer shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

- ☐ Check here if willing to hold the pricing consideration until the contract award.
- ☐ Check here if not willing to hold the pricing consideration until the contract award.

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**AUTHORIZED SIGNATURE**

**BIDDER IS CERTIFIED BY THE FOLLOWING MANUFACTURER'S FOR REPAIR AND PROVISION OF WARRANTY:**

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BIDDER HAS FIVE YEARS EXPERIENCE IN INSTALLATION AND REPAIR OF ROOFING SYSTEMS:

**YES** ☐

**NO** ☐

**BIDDERS SHALL PROVIDE THE FOLLOWING INFORMATION:**

NAME OF BIDDER (PRINTED) \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

BIDDER IS QUALIFIED TO PROVIDE \_\_\_\_\_

NUMBER OF EMPLOYEES \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

CONTRACTOR IS WILLING TO EXTEND TO COOP MEMBERS **YES** ☐ **NO** ☐

PROJECTS ESTIMATES MUST BE GENERATED WITH RS MEANS CONSTRUCTION COST ESTIMATOR  
OR AN EQUIVALENT ESTIMATING SOFTWARE.

NAME OF ESTIMATING SOFTWARE \_\_\_\_\_

BIDDERS CURRENTLY OR SHALL SUBSCRIBE TO A COST ESTIMATING PROGRAM **YES** ☐ **NO** ☐

## BID PROPOSAL

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits, Specifications and Drawings and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

**COUNTYWIDE ROOF REPAIRS FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE  
CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS  
CK09MERCER2016-03**

**ALL-INCLUSIVE STRAIGHT TIME HOURLY RATE**

\$\_\_\_\_\_

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

\_\_\_\_\_ having its principal office at \_\_\_\_\_

\_\_\_\_\_  
**(SIGNATURE OF AUTHORIZED REPRESENTATIVE)**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_



## **SAFETY PROGRAM:**

Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At the preconstruction meeting, submit to the County for approval a written safety program that meets or exceeds the minimum requirements of the Contract and applicable State or Federal regulations. Include at a minimum the following:

1. **Description.** Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.
2. **Certification, Responsibility, and Identification of Personnel.** Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education, training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

Identify a safety officer and designate the on-site supervisory-level personnel responsible for implementing and monitoring the safety program until Acceptance and having the authority to take prompt corrective measures to eliminate hazards, including the authority to stop work. Include documentation of training provided to the on-site supervisory-level personnel. For work that requires a competent person as defined by OSHA, ensure that the person is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures to eliminate the hazards, including the authority to stop work. Include documentation of the qualifications of such competent persons identified, including certifications received.

3. **Elements of the Program.** Include information and procedures for the following elements:
  - a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
  - b. **Traffic Control Coordinator.** Include the name and contact information.
  - c. **Environmental Manager.** Include the name and contact information.
  - d. **Local Emergency Telephone Numbers.** Include police, fire, medical
  - e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.
  - f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
  - g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
  - h. **Employee Disciplinary Policy.** Include the violation forms.
  - i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
  - j. **Forms.** Include OSHA 300 Log

- k. **Security Policy Guidelines.** Provide a copy for the County.
- l. **Hazard Communication Program.** Provide the following:
  - 1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
  - 2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
  - 3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.
- m. **Additional Requirements.** Provide additional procedures for Project specific topics including:
  - 1. Compressed gas cylinders.
  - 2. Confined spaces.
  - 3. Cranes.
  - 4. Electrical.
  - 5. Equipment operators.
  - 6. Fall protection.
  - 7. Hand and power tools.
  - 8. Hearing conservation.
  - 9. Highway safety.
  - 10. Lead.
  - 11. Lock out/tag out.
  - 12. Materials handling, storage, use, and disposal.
  - 13. Night work.
  - 14. Personal protective equipment.
  - 15. Project entry and exit.
  - 16. Respiratory protection.
  - 17. Sanitation.
  - 18. Signs, signals, and barricades.
  - 19. Subcontractors.
  - 20. Trenching.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the County for approval when new information, new practices or procedures, or changing site and environmental conditions necessitate modifications to protect site personnel. Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide program updates to County.

The Contractor is responsible for safety in all aspects, and as set forth in the Insurance and Indemnification Agreement, shall defend and indemnify the County for any failure or breach to comply with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction pertaining to the Contractor's safety program.

### **CHANGE ORDERS:**

All change order requests shall be submitted by the contractor to the Owner's Representative or County Project Manager. Changes must be authorized in accordance with N.J.A.C. 5:30-11 et seq. The following rates shall apply in computing indirect costs and profit for adjustments. When the contract time is increased as a result of a change, the resulting change in contract amount will include the indirect impact cost of extended performance, computed in accordance with the terms of this article, and no further consideration of such costs arising from the specific modification will be given. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and deleted work, the applicable percentages shall be applied to the net cost or credit. In any event, the percentages shall not exceed the following:

- a. Overhead will be the sum of:
  - (1) 15 percent of direct labor costs. NOTE: For the purpose of this article, the term "direct labor" shall include all foremen, equipment operators and skilled, semi-skilled and common laborers directly assigned to the specified operation. The term "direct labor costs" shall consist of the contract or actual payroll rate of wage per hour and fringe benefits paid for each and every hour that such employees are actually engaged in the performance of the work.
  - (2) 15 percent of direct material costs. NOTE: For the purpose of this article, the term "direct material costs" shall consist of the actual costs of the materials including applicable tax and transportation charges.
- b. For rented equipment, an hourly rental rate will be used which will be determined by using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the aforesaid Rental Book. The contractor will be allowed only 65 percent of the rental rate on contractor-owned equipment. The County reserves the right to provide equipment to the awarded contractor.
- c. Bond premiums, insurance, payroll taxes, and travel subsistence, if applicable, will be allowed at actual cost for the equitable adjustment allowed.
- d. The prime contractor's profit on the subcontractor's work will be six percent of the subcontractor's costs. Subcontractor indirect costs will be computed in the same manner as for the prime contractor. The prime contractor agrees to incorporate this article in each of its subcontracts. NOTE: When more than one tier of subcontractors exists, for the purpose of markups, they shall be treated as one subcontractor.
- e. A profit of six percent, where profit is allowable by the terms of the applicable contract provision, shall be added to the contractor's total cost for the equitable adjustment allowed. Indirect costs will not be duplicated in direct costs.
- f. The General Contractor shall bill unit costs based upon the unit cost proposal provided with the bid.

**COUNTY OF MERCER**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date Received</u>	<u>Method of Receipt</u> (Mail, Fax, Etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

### 1. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the County of Mercer in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. The bid shall be submitted in a sealed envelope: (1) addressed to the County of Mercer, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- C. It is the bidder's responsibility that bids are presented to the County at the time and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.

#### **NOTE:**

**The United States Postal Service does not deliver priority or overnight mail directly to the County of Mercer's physical address. If a bidder chooses to use the United States Postal Service, it is the bidder's responsibility to ensure that the bid package is delivered by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.**

- D. Sealed bids forwarded to the County before the time of opening of bids may be withdrawn upon written application of the bidder. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- E. All prices and amounts must be written in ink. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the County. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
  - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the
  - State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-11 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.
- H. If not submitting a bid proposal in accordance with the attached instructions and specifications, the outside of the above stated envelope shall be plainly marked **"NO BID"** when being returned. If bidder wishes to remain on bid list, please mark **"NO BID - PLEASE RETAIN ON BID LIST"** on front page of this proposal. Failure to comply may result in bidder being dropped from bid list.
- I. Contract shall be awarded to the lowest responsible bidder as declared by the County of Mercer. The contract awarded between the County of Mercer and the successful bidder shall establish the contractual obligation regarding specific items, specifications and services to be provided to the county.
- J. Successful bidder shall not assign, transfer, convey sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Mercer.
- K. The County of Mercer reserves the right in the event of unsatisfactory service to cancel the contract awarded to the successful bidder and procure the goods or services from the open market and hold the contractor responsible for any excess cost.
- L. The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misrepresentation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.
- M. If the request for proposal involves the use of equipment or machinery, bidder shall submit a list of same owned by the bidder necessary to perform the work being sold.
- N. Bidder shall list all deviations from the specifications as contained herein when returning proposal as specified.
- O. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County of Mercer against any damage for the payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by his contract, and he further agrees to indemnify and save harmless the County of Mercer from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any parties, by, or from any acts of the contractor, his servants or agents.
- P. Bidder must provide Certificate of insurance in a form and amount acceptable to the County of Mercer including General Liability, Automobile, Workman's Compensation and such other coverage as may be deemed necessary by the County of Mercer for the work, services or goods being bid.
- Q. Bidder may be required to submit financial statements unless a guarantee by certified check, cashier's check or bid bond, or surety certificate is required. Refer to Bidder's Checklist.

- R. BIDDERS SHALL PROVIDE TRADE SECRET OR PROPRIETARY INFORMATION UNDER SEPARATE COVER WITH THE BID RESPONSE; HOWEVER, ALL INFORMATION IS PUBLIC AT THE TIME OF THE BID OPENING.
- S. SOURCE OF SPECIFICATIONS/BID PACKAGES: Official County bid packages are available only through the County of Mercer. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. As such, The County is not responsible for third party supplied specifications nor is the County responsible to forward addenda to vendors supplied with specifications from a third party. Addenda are forwarded to all plan holders recorded in the County Plan holder Sign-In Sheet and Recorded Pre-Bid Conference Sign-In Sheet.
- T. CAUSES FOR REJECTING BIDS  
Bids may be rejected for any of the following reasons:
1. All bids pursuant to N.J.S.A. 40A:11-13.2;
  2. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
  3. Multiple bids from an agent representing competing bidders;
  4. The bid is inappropriately unbalanced;
  5. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience;
  6. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder (N.J.S.A. 40A:11-24b).

## **2. INTERPRETATIONS AND ADDENDA**

The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.

Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received at least (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledge by the bidder in the bid. The County's interpretations or corrections thereof shall be final.

If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

## **CHALLENGE TO SPECIFICATIONS**

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

## **PRE-BID CONFERENCE – REFER TO ADVERTISEMENT FOR BID FOR DATE AND TIME – IF REQUESTED**

### **3. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE (BIDDING PROPRIETARY SYSTEM)**

Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The County reserves the right to evaluate the equivalency of the goods and services.

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

### **4. PRICING INFORMATION FOR PREPARATION OF BIDS**

The County is exempt from any local, state or federal sales, use or excise tax.

Estimated Quantities (Open-End Contracts): The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.



## **5. METHOD OF CONTRACT AWARD**

The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section entitled Termination of Contract.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

The County may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County.

## **6. TERMINATION OF CONTRACT**

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, then the County shall have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. County will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

C. The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.

D. In case of default by the contractor, the County may procure the goods or services from other sources and hold the contractor responsible for any excess cost.

E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.

### **F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new party(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change is subject to County approval.

G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.

H. The County of Mercer reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the contractor.

## **7. PAYMENT**

No payment will be made unless duly authorized by the County of Mercer's authorized representative and accompanied by proper documentation. Payment will be made in accordance with the County of Mercer's policy and procedures.

## **8. TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

## **9. NEW JERSEY SALES TAX**

In submitting a bid, the Contractor certifies that the total base bid set forth does not include any New Jersey Sales Tax, and he further certifies that in the event of a successful bid, bidder will only apply for an exemption for materials or supplies to be used in connection with County property.

Contractor's Exemption Purchase Certificate, Form ST-13, issued by the State of New Jersey Division of Taxation, Sales Tax Bureau, shall be completed and presented to his suppliers for material used to make any permanent change to a County Building on this contract.

[http://www.state.nj.us/treasury/taxation/pdf/other\\_forms/sales/st13.pdf](http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st13.pdf)

## **10. LATE FEE POLICY**

The County of Mercer pays vouchers bi-weekly, thus vendors, in most cases are paid in less than 30 days, if the vendor has complied by responding promptly with delivery, a signed voucher and an original invoice. We can pay only for goods and services rendered and late fees and service charges are not appropriated for such purposes. All County employees are reminded that no one is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County without a specific authorization from our governing body or through a resolution that grants the same. All credit applications or similar forms are carefully read in Finance and terms the County does not agree to, are stricken.

## **11. BUDGET SEQUESTRATION**

**All contracts shall include the following language with regard to automatic spending cuts to United States federal government funding:**

**"THE CONTRACT AWARD IS CONTINGENT UPON RECEIVING REQUISITE FEDERAL FUNDING NECESSARY TO COMPLETE THE TERMS OF THE CONTRACT."**

## **STATUTORY AND OTHER REQUIREMENTS**

### **CONSTRUCTION DOCUMENTS AND BID SPECIFICATIONS**

Construction drawings and the title pages of the specifications shall be dated, signed and sealed by the architect or engineer in responsible charge in one of two ways:

1. Sign and date the original documents, including tracings, reproducible drawings or those generated electronically, then affix the seal to opaque prints or reproductions of the originals; or
2. In lieu of signing and dating the original documents, sign, date, and seal the opaque copies of the originals.

All certifications that amend or clarify or modify construction documents prepared by the architect or engineer in responsible charge shall be dated, signed and sealed prior to forwarding to a public agency. An engineer or architect shall seal bid documents and drawings only with seal presses. Bidding plans and construction plans are one in the same and must be signed and sealed prior to the issuance to prospective bidders.

Specifications shall not reference "pre-approval" or "pre-qualification" of an equivalent product prior to the submission of bids. Specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

Consultants are prohibited from specifying a product line in which such consultant has an affiliation. As such, there shall be no affiliation between the consultant and product manufacturers referenced in the specifications, nor shall the consultant endorse those companies or manufacturers referenced in the specifications.

### **MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

All successful bidders (goods and services vendors, professional service vendors and construction contractors)

are required to submit evidence of appropriate affirmative action compliance to the Division of Public Contracts Equal Employment Opportunity Compliance and the County. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the County contract, the following documents:

- The construction contractors shall complete and submit an Initial Project Workforce Report, Form AA-201 upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated.
- The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Division and to the County Compliance Officer. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The County shall retain the Affirmative Action evidence in our bid file for review by the Division.

## **BID WITHDRAWAL FOR PUBLIC WORKS PROJECTS, P.L.2010, CHAPTER 108**

### **PERMISSION FOR BIDDER TO WITHDRAW A BID DUE TO A MISTAKE IN CERTAIN CIRCUMSTANCES**

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation. A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to:

Marcella Covello  
Purchasing Agent  
Department of Purchasing  
640 S. Broad Street  
Third Floor  
PO Box 8068  
Trenton, NJ 08650-0068

The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Marcella Covello may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The County will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

### **PROOF OF BUSINESS REGISTRATION P.L. 2009, c.315**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the county recommends that bidders submit a copy of a valid BRC and those of any named subcontractors with its bid. Bidders and named subcontractors shall be registered through the New Jersey Division of Revenue, Department of the Treasury, at the time of or prior to the date for submission of bids. Prior to the contract award, a copy of the New Jersey Business Registration for the General Contractor and any named Subcontractors must be provided. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730.

### **TRAINING FUND REQUIREMENTS (UNDER REVIEW)**

The allocation of funds for outreach and training programs for minorities and women. A notice to public agencies regarding the applicability of this law is pending Attorney General review. In the meantime, local governments are reminded that they continue to be subject to EEO in public contracting requirements and may voluntarily contribute to the construction trades training program. Local government agencies that want to voluntarily contribute to the construction trades training program should also transmit their training fund contribution to the Department of Labor and Workforce Development at the above address.

## **AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

## **STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

## **NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 7:1G-1.1 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) and hazardous substance fact sheets must be furnished. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register** / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as **adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.**

## **PREVAILING WAGE ACT**

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. **P.L. 2009, c.249 (A-4268/S-3095):** Extends prevailing wage requirements to contracts for "maintenance-related projects" over \$50,000. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at: [http://lwd.dol.state.nj.us/labor/forms\\_pdfs/lse/payrollcert.pdf](http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/payrollcert.pdf) and as follows:

Public Contracts Section  
Office of Wage and  
Hour Compliance  
CN 389  
Trenton, New Jersey 08625-0389  
Telephone number: (609) 292-2259

Public Law 2004, Chapter 101 took affect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. The New Jersey Department of Labor's Division of Wage and Hour Compliance's electronic application for official Prevailing Wage Rate Determinations can be obtained at: <https://wnjpin.state.nj.us/pw/prevwage.html>.

This page provides public body officials or their representatives an opportunity to apply for and download an official New Jersey Prevailing Wage Rate Determination. Official Prevailing Wage Rate Determinations are required for public work contracts and certain Economic Development Authority assisted projects.

P.L. 2009, c.284 (A-3317/S-2427): Requires journeyman electricians or civil service qualified electricians to perform electrical installation, repair and maintenance work done by public employees on public property. Effective August 1, 2010. The employee must be: a registered, qualified journeyman electrician; or an employee who holds any civil service title with a job description which includes electrical work pursuant to the "[Civil Service Act](#)."

## **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

## **RETAINAGE**

With respect to any contract entered into by a contracting unit pursuant to section 1 of P.L.1979, c.464 (C.40A:11-16.2) for which the contractor shall agree to the withholding of payments pursuant to P.L.1979, c.152 (C.40A:11-16.1), 2% of the amount due on each partial payment shall be withheld by the contracting unit pending completion of the contract. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to subsection a. of this section, all amounts being withheld by the contracting unit shall be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the contracting unit, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

## **PARTIAL PAYMENTS FOR MATERIALS**

Any contract entered into by a contracting unit pursuant to section 1 of P.L.1979, c.464 (C.40A:11-16.2) may provide for partial payments at least once in each month with respect to all materials placed along or upon the site, or stored at secured locations, which are suitable for use in the execution of the contract, if the person providing the materials furnishes releases of liens for the materials at the time each estimate of work is submitted for payment. The total of all the partial

payments shall not exceed the cost of the materials.

### **NUMBER OF CALENDAR DAYS SPECIFIED**

All specifications for the doing of any public work for a contracting unit shall fix the date before which the work shall be completed, or the number of calendar days to be allowed for its completion; and every such contract shall contain a provision for a deduction, from the contract price, or any wages paid by the contracting unit to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the number allowed in the specifications.

### **PROCESS OF ALTERNATE DISPUTE RESOLUTION**

All construction contract documents entered into in accordance with the provisions of P.L.1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L.1997, c.371 (C.40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, bid withdrawal, or to the formation of contracts or subcontracts to be entered into pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.).

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

### **NJ ONE CALL**

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000. The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

### **PAY TO PLAY**

Starting in January, 2008, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **PROMPT PAYMENT OF CONSTRUCTION CONTRACTS P.L. 2006, C. 96**

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall implement the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and

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"certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

## **ELECTRICAL CONTRACTORS LICENSING ACT OF 1962**

### **N.J.S.A. 45:5A-1 et seq.**

No person shall advertise, enter into, engage in or work in business as an electrical contractor, unless such person has secured a business permit and such person or an officer, partner or employee who is or will be actively engaged in the business for which a business permit is sought has obtained a license from the board in accordance with the provisions of this act, and such licensee shall assume full responsibility for inspection and supervision of all electrical work to be performed by the permittee in compliance with recognized safety standards. A licensee shall not be entitled to qualify more than one person for a business permit.

## **DETERMINATION OF BASE BID AND ALTERNATE BIDS FOR PUBLIC WORKS CONTRACTS**

### **IN EXCESS OF \$500,000 P.L. 2009, c. 292 Effective May 1, 2010**

This Law requires specifying the procedure for selecting the lowest responsible bidder in instances where alternates or base bids with options are used for public works projects. The bid specification shall set out clear criteria or a procedure used to select the lowest responsible bidder and applies only to projects with a value of more than \$500,000.

If the county requests a base bid and add or deduct alternate bids, all respondents shall provide pricing for the base bid and provide pricing for the add or deduct alternate bids.

## **SOIL BORING LOGS (IF APPLICABLE)**

### **WARNING TO BIDDERS**

The Soil Borings included in Appendix "B" within these Specifications are for design purposes only. They may not necessarily depict the underground conditions throughout the project area. According to the Specifications, the successful Bidder may be responsible for: excavation, embankment and installation; cofferdam/stream diversion design, excavation and installation; and/or design, excavation and installation/driving of pilings. In order to prepare and submit an accurate bid, bidders may perform additional soil borings, at their sole discretion and cost, to ensure that their proposed bid accurately reflects the cost, time, labor, materials, et al. necessary to complete the required foundation excavation and installation, cofferdam/stream diversion design, excavation and installation, and/or design, excavation and installation/driving of pilings and that such shall perform to intended expectations. The County disclaims any and all liability for cost overruns related to a Successful Bidder's reliance on the Soil Borings included with these Specifications for any purpose, including but not limited to those purposes mentioned herein.

## **MANDATORY PRICE ADJUSTMENT FOR ASPHALT CEMENT AND FUEL P.L. 2009, c.187; APPLIES TO PAVING CONTRACTS:**

**PAVING CONTRACTS** executed after May 1, 2010 allow for increases and decreases in asphalt and fuel prices over the course of large construction contracts. The calculation is based upon [2007 NJDOT Specifications – Division 150 Contract Requirements, Section 160.01 through 160.03](#).

The law requires that **PAVING CONTRACTS** involving more than 1,000 tons of hot mix asphalt include a contract provision that allows for price adjustments in the cost of asphalt. Fuel price adjustments are based on DOT standards for the type of construction equipment and the work done by different equipment. For fuel price adjustments, at least 500 gallons of fuel based on the DOT equipment



standards are required for a price adjustment, and then, only in those months when the price fluctuated more than five percent.

DOT maintains a [web site of index rates for asphalt and fuel](#) that are adjusted monthly. The law provides that when the quantity or equipment use thresholds are reached, fuel price adjustments are made, using the change in index rate from the time of bidding to when the work was performed. The change is treated as a "pay item" in construction contracts.

#### **REQUIREMENTS FOR NEW JERSEY STATE COMPTROLLER**

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

#### **Public Property Liability for Public Work and Construction**

##### **N.J.S.A. 59:4-1 et. seq. and N.J.S.A. 59:4-6**

Mercer County specifically approves the bid specifications, designs and plan, prepared in connection with the construction of this project.

#### **BIDDERS MUST COMPLY WITH THE FOLLOWING STANDARDS FOR THE CERTIFICATION OF: BURGLAR, FIRE ALARM AND LOCKSMITHING CONTRACTOR LICENSURE N.J.S.A. 45:5A-1 et seq. FIRE PROTECTION EQUIPMENT CONTRACTORS N.J.S.A.52:27D-25q**

#### **LANDSCAPE IRRIGATION CONTRACTOR CERTIFICATION ACT N.J.S.A.45:5AA-3**

##### **7:62-4.8 Plumbers exemption**

Licensed plumbing contractors, as defined in N.J.S.A. 45:14C-2, are exempt from having to obtain a landscape irrigation contractor certificate pursuant to N.J.S.A. 45:5AA if they are installing landscape irrigation systems as part of their plumbing contracting business. The existence of a plumber or plumbing contractor on staff or payroll does not exempt a landscape irrigation contractor from having to obtain certification. A landscape irrigation contractor, who may be the owner or an employee of the business, must obtain certification pursuant to the provisions of N.J.S.A. 45:5AA-1 et seq.

#### **TREE EXPERT ACT N.J.S.A.45:15C-11**

#### **40A:11-23.1a, PLANS, SPECIFICATIONS AND BID PROPOSAL DOCUMENTS FOR CERTAIN REAL PROPERTY CONTRACTS; PROJECTS WITH NO SUSPECTED SOIL CONTAMINATION OR ALLOWANCE FOR SOIL TESTING; REIMBURSEMENT FOR SUBSEQUENT DISCOVERY OF CONTAMINATION**

In the case of a project for the erection, alteration, or repair of a building, structure, facility or other improvement to real property, the total price of which exceeds the amount set forth in, or the amount calculated by the Governor pursuant to, section 3 of P.L.1971, c.198 (C.40A:11-3), that does not have historical or suspected soil contamination, or for which the plans, specifications and bid proposal documents for the project do not include a line item allowance or minimum unit price line item for soil testing and contaminated soil disposal pursuant to subsection e. of section 1 of P.L.1999, c.39 (C.40A:11-23.1a), and contaminated soil from the site cannot be disposed of pursuant to the plans, specifications and bid proposal documents due to the contaminated soil being found to be different from the type or quality originally disclosed, the contracting unit shall approve, consistent with and subject to the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.), and any

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rules or regulations adopted pursuant thereto, a change order to reimburse the contractor for the additional reasonable costs, as determined by the contracting unit, required to test and dispose of the contaminated soil.

#### **P.L. 2012 BID OR PROPOSAL PROHIBITED**

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

#### **C.40A:11-13 SPECIFICATIONS**

No Financial Statement shall be required of vendors if either a guarantee, by certified check, cashier's check or bid bond, or a surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

#### **1. BIDDING:**

**PRICING:** Bidder shall insert unit price and extension against each item. Quoted price shall include all handling and delivery charges and will be firm, fixed prices for the term of the contract. Lead pencil must not be used. **Unit price shall govern.**

**DISCOUNTS:** Cash discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade discounts will be a factor in determining the award. Time, in connection with discount offered, will be computed from the date of final inspection and acceptance of delivery of supplies to the using department or agency, or from the date the correct voucher, properly certified, is received, or whichever is later.

**F.O.B. DELIVERY POINT:** All prices bid must be on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal.

In conformance with the State of New Jersey Statute C. 40A:11-18, only goods and products manufactured or produced in the United States, where possible, and wherever available, are to be used for this proposal.

#### **BID SECURITY AND BONDING REQUIREMENTS**

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

##### **A. ☐ BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the County. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the County. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. Failure to submit a bid guarantee shall result in rejection of the bid.

##### **B. ☐ CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and

acceptable to the County stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

**Failure to submit a Consent of Surety form shall result in rejection of the bid.**

**PERFORMANCE AND PAYMENT BOND FORM SHALL BE IN ACCORDANCE WITH 2A:44-147**

**C. ☐ PERFORMANCE BOND**

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

**D. ☐ LABOR AND MATERIAL (PAYMENT) BOND**

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

**E. ☐ MAINTENANCE BOND**

Upon acceptance of the work by the County, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed \_\_\_\_\_ percent of the project costs guaranteeing against defective quality of work or materials for the period of:

1 year ☐

2 years ☐

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

**2. AWARD WILL BE MADE BY ITEM OR CLASS**

**ITEMS AND CLASS AWARD:** When class bids are indicated, bidder must bid on each item in the class. A bidder desiring to bid "No Charge" on an item in a class must so indicate, otherwise the bid for the class will be construed to be incomplete. Items may be combined and awarded as a group.

**TIE BIDS:** Tie bids will be decided by the County of Mercer.

**3. DELIVERY**

**INSPECTION:** Inspection shall be made at point of delivery unless otherwise specified.

**CONTAINERS AND REELS:** All containers and reels shall become the property of Mercer County unless otherwise specified.

**LABELS:** All supplies, which are customarily labeled or identified, must have securely affixed thereto the original unmutilated label or marking of the manufacturer. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances, which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5)

**NEW MERCHANDISE:** Unless otherwise stated in the quotation or orders, deliveries must consist only of new and unused merchandise.

All deliveries must be inside deliveries to locations specified, if requested, the vendor shall remove all crating and wrapping. Each delivered unit shall be completely assembled, thoroughly serviced and ready for use when applicable.

#### **4. DELAYS, NON-DELIVERY, REJECTIONS**

**VENDOR'S FAULT:** If the vendor fails to make delivery within the time specified, or if the delivery is rejected, the Department of Purchasing may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the order price the difference will be charged against the vendor. Should the new price be less, the vendor shall have no claim to the difference.

**REJECTED MERCHANDISE:** The County of Mercer may withhold acceptance of or reject any goods, which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, goods left longer than thirty (30) days will be regarded as abandoned and the County of Mercer shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given; upon verbal notice to do so, the vendor shall immediately remove and replace rejected merchandise.

#### **5. SALES AND EXCISE TAXES**

Unless the proposal indicates otherwise, the County of Mercer is exempt from the payment of sales, excise or federal transportation taxes. The bid must be net exclusive of taxes and will be so construed.

#### **6. DEMONSTRATION**

If so requested, the vendor shall provide demonstration.

#### **7. SAMPLE**

If so requested, the vendor shall submit a sample of the units or merchandise.

#### **8. MANUFACTURERS' NAMES**

Any manufacturers' names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand, which meets or exceeds the quality of the specifications listed for any item.

#### **9. AWARD/REJECTION**

In accordance with N.J.S.A. 40A:11-24, all contracts will be awarded or all bids will be rejected within sixty (60) days of the receipt of bids unless vendor agrees to extend for a longer period of time.

##### **(A.) Cost Estimates**

All bids may be rejected when the lowest bid substantially exceeds Cost Estimates for the project.

**(B.) Abandonment**

All bids may be rejected when Mercer County abandons the project.

**(C.) Revisions**

All bids may be rejected when the specifications are substantially revised.

**(D.) Provisions of Law**

All bids may be rejected when the purposes and/or provisions of law are violated.

**(E.) State Contract**

All bids may be rejected when the County decides to use the State Contract for the goods or services needed.

**(F.) Availability of Funds**

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually and contingent upon approval of funding.

**(G.) Multiple Bids Not Allowed**

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

**(H.) Unsatisfactory Past Performance**

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the County of Mercer in an unacceptable manner, may be rejected.

<http://www.state.nj.us/transportation/eng/specs/2007/spec900.shtm#s904>

**(I.) Failure to Enter Contract**

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the County of Mercer may then, at its option, retain the bidder's bid deposit/bond and accept the bid of the next lowest responsible bidder.

**10. INQUIRIES**

All questions and information pertaining to this proposal shall be directed, in writing, to Marcella Covello, Purchasing Agent, Room 321, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068 – [mcovello@mercercounty.org](mailto:mcovello@mercercounty.org) – phone: (609) 989-6717–fax: (609) 989-6733.

**11. BID PACKAGES SUPPLIED BY OTHERS**

If any bid package is not obtained directly from the County of Mercer, the County cannot be responsible for or guarantee the accuracy of its contents. The County, at its option, may choose not to accept the bid.

**12. COMMUNICATIONS AFTER THE BID OPENING**

It is highly improper for a bidder after bid opening to contact any representative of the County of Mercer to discuss the bids. The solicitation package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the bid. Should there be any questions concerning the bid submitted, you will be contacted by a representative of the

County of Mercer and any discussion or contact will be limited to the questions of the representative.

**13. INDEX RATE**

If the local unit desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 or N.J.S.A. 18A:18A-42, the index rate is the basis to determine the appropriate increase in the contract price. The following are the requirements for using this provision:

Contracts for services, the statutory length of which is for three years or less, may only include provisions for no more than one (1) two-year or two (2) one-year extensions. The original bid specifications and contract must include language that explains the possibility for an extension.

**14. W9** Successful bidders shall complete A W-9 Form and submit to the Finance Department prior to the contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**Immigration and Naturalization Laws and Criminal Background Check**  
**(REQUIRED)**

Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer.

The County requires background checks and the awarded contractor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on County of Mercer property**. A copy of the results of the Criminal Background Check must be provided to the County of Mercer designee at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must provide the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:  
<http://www.njsp.org/criminal-history-records/index.shtml>

## INSTRUCTIONS TO BIDDERS – PERFORMANCE OF SPECIALTY TRADE WORK

Bidders shall set forth the in this bid document, the name or names of all subcontractors to whom the general contractor will subcontract for the following categories. The County of Mercer requires the enclosed certification (following page) and bidders shall submit, with their bid document, the certification, signed by the bidder, listing each subcontractor named in the bid for that category. This is required and if a bidder does not submit the certification, the County of Mercer shall award the contract to the next lowest responsible bidder. Bidders shall name the following:

1. PLUMBING AND GAS FITTING AND ALL KINDRED WORK;
2. STEAM POWER PLANTS, STEAM AND HOT WATER HEATING AND VENTILATING AND REFRIGERATION APPARATUS AND ALL KINDRED WORK;
3. ELECTRICAL WORK, INCLUDING ANY ELECTRICAL POWER PLANTS, TELE-DATA, FIRE ALARM OR SECURITY SYSTEM;
4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK.

In the event that subcontractors are furnishing (1), (2), (3) AND OR (4), the general contractor (BIDDER) must complete all of the sections on the following form in order to provide the required information demonstrating that either its subcontractors, its own employees or the bidder himself possess the necessary or required qualifications to perform work in each appropriate specialty trade category applicable to the contract. If the contract does not involve any of the specialty trade categories, insert the word "NONE" in each appropriate space provided. **The completed form must be submitted with the general contractor's bid.**

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories set forth on the following form shall provide the required information with regard to that subcontractor in the appropriate spaces for each specialty trade category applicable to the contract.

A general contractor that intends to perform work in one or more of the specialty trade categories set forth on the following form through the use of its own employees or the general contractor himself rather than through utilization of a subcontractor shall write the word "In-House" next to each applicable category and then insert the name, and the license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

**All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-1 et seq., N.J.S.A. 45:14C-2(h) and N.J.A.C. 13:32-1.4 et seq. These provisions require that plumbing work on such a contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity.**

Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with NJSA 45:14C-2 and NJAC 13:32-1.3 in the entity submitting the bid. Alternatively, if a bidder intends to perform such work through use of a subcontractor, a master plumber must possess an ownership interest that complies with NJSA 45:14C-2 and NJAC 13:32-1.3 in the subcontractor.



**SUB CONTRACTOR OR GENERAL INFORMATION (IF GC PERFORMS, STATE IN-HOUSE AND PROVIDE REQUIRED INFORMATION BELOW)**

PROVIDE THE NAME AND ADDRESS OF ANY SUBCONTRACTOR IN THE FOLLOWING CATEGORIES AS REQUIRED BY N.J.S.A40A:11-16. **(IF PERFORMED INHOUSE, NOTE IN-HOUSE BELOW AND PROVIDE LICENSURE INFORMATION – BID SHALL BE REJECTED AND THE COUNTY SHALL AWARD THE CONTRACT TO THE NEXT LOWEST RESPONSIBLE BIDDER IF THIS CERTIFICATION IS NOT PROVIDED. GENERAL CONTRACTOR AND SUBCONTRACTORS MUST BE REGISTERED AS PUBLIC WORKS CONTRACTORS AT THE TIME OF THE BID OPENING.)**

**N/A**

**PREVAILING WAGE  
CERTIFICATION OF COMPLIANCE**

I hereby certify as follows:

1. I am the duly authorized agent of \_\_\_\_\_  
to make this certification on behalf of  
\_\_\_\_\_, the Contractor.
2. I am compliant with N.J.S.A. 34:11-56.25 et seq. (Prevailing Wage Rate).
3. I have reviewed the prevailing wage rate located at:  
[http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)
4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted for the construction. Contractors and subcontractors who fail to provide these records are subject to administrative penalties of up to a maximum of \$250 for a first violation and up to \$500 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted herewith is in compliance with the Prevailing Wage Act.
7. I further certify that should the bid be less than the County Prevailing Wage rate found at, [http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html) the certified payrolls shall reflect the current prevailing rate and be the amount paid to all employees.

## **P.L. 2012 BID OR PROPOSAL PROHIBITED**

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25. The Chapter 25 list is found at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

NAME OF BIDDER

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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TITLE

---

DATE

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## Executive Order 98 - 1

**WHEREAS** it is in the interests of the county to purchase goods and services from responsible contractors that provide quality and services at a competitive price; and

**WHEREAS** the county does not desire to do business with companies that compete by exploiting their workforce rather than by running efficient, reliable and responsible operations; and

**WHEREAS**, the county purchases items of apparel and textiles, which is an industry in which many scandals have been uncovered in which producers maintain sweatshop conditions, such as paying poverty wages, violating workplace regulations, and suppressing worker rights; and

**WHEREAS**, such conditions in apparel and other industries threaten the jobs and working conditions of all workers; and

**WHEREAS**, it is the policy of the county that it should not purchase, rent or lease goods or services produced under such conditions; and

**WHEREAS**, sweatshop conditions flourish when the conditions of workers are hidden; and

**WHEREAS**, pressure from institutional purchasers such as governments is one of the most effective ways to combat sweatshop production,

**THEREFORE IT IS HEREBY ORDERED**, that it is the policy of the county that it should not purchase, lease, rent or take on consignment goods or services produced under sweatshop conditions, and that the following guidelines, criteria and procedures are adopted:

Section 1: The procedures and guidelines set forth herein shall apply to items of apparel and textiles, such as clothing, headwear, footwear, linens and fabric, as well as to any other industry designated by the county executive as vulnerable to sweatshop competition.

Section 2: In order to ensure that the county contracts with vendors that have responsible employment practices, the following criteria will be used in contracting for goods and services:

- A. Preference will be given whenever possible to goods or services produced in the U.S.A.
- B. The county will whenever possible only contract with vendors with responsible employment practices, as defined in Section 3.B below.

Section 3: The county shall require of every bidder for contracts covered under Section 1:

- A. Disclosure of all sub-contractors and sites. The bidder or vendor shall identify the name and address of each subcontractor to be used, as well as the address of all locations, including sub-contractor locations, substantially involved in providing goods or services covered by this act. Such information will be considered public information.
- B. Certification of Compliance. The bidder or vendor shall certify each location, including sub-contractor locations, substantially involved in producing or distributing goods or services covered by this act meets the following standards:

1. Compensation. Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a "living wage").
2. Rights. The company respects workers' rights to speak up about working conditions, without fear or retaliation, and to form unions of their own choosing without employer resistance. Due process and just cause procedures are used for discipline or discharge, with recourse to arbitration. The company complies with all laws, regulations and standards governing the workplace. The company does not use child labor, forced labor, corporal punishment. The company does not discriminate in hiring, promotion or compensation on the basis of race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.
3. Safety and Health. The factory provides a safe and healthy work environment.

Section 4: The county, at its discretion, may refuse to award a contract or terminate a contract or ban a vendor from holding contracts with the county for filing false information or for failing to file information required under this act. The county may, at its discretion, require correction and remediation of violations of the standards listed in section 3.B prior to renewing commerce with the contractor. The county may require further proof of compliance with the standards listed in Section 3.B. Upon request the contractor or subcontractor will make all relevant records available to the county or its designee.

I have read Executive Order 98-1 and agree to comply with its requirements.

**DATE:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the County of Mercer, (hereafter "County") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") 42 U.S.C. *S12101* et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County, or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the *County shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## **EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES**

### **PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX**

#### **1604.11 Sexual Harassment**

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

### **MERCER COUNTY'S POLICY ON SEXUAL HARASSMENT**

The County of Mercer is committed to the principle that sexual harassment of employees is an abuse of authority and constitutes prohibited, unprofessional and unacceptable conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- A.) Submission to such conduct is explicitly or implicitly made a term or condition of an individual's employment, or
- B.) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- C.) Such conduct has the purpose or effect of interfering unreasonably with an individual's performance or creating an intimidating, hostile or offensive environment.

The County of Mercer is committed to maintaining a working environment that does not condone acts of sexual harassment. Immediate and corrective action will be taken when case of sexual harassment are identified in the workplace.

I have read the above and will comply with the County's policy.

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_



## INSURANCE AND INDEMNIFICATION REQUIREMENTS

The contractor covenants and agrees that at least twenty-one (21) days prior to the beginning of this operation, it will produce and deliver to the County certificates of insurance (if required) written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is an **"ADDITIONAL NAMED INSURED"**, insuring against Bodily Injury and Property Damages in the amount of \$1,000,000.00 combined single limit and \$2,000,000.00 aggregate, and Automobile Insurance in the amount of \$1,000,000.00 combined single limit shall be maintained in force during the life of this contract.

Said liability insurance shall be the **Comprehensive General Liability** form and may required **Premises Operations** and include **Independent Contractors, Products/Complete Operations, Explosion, Collapse and Underground Hazard, Broad Form Property Damage and Blanket Contractual as required by the Division of Insurance and Property Management**. Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract.

If applicable, the Contractor or the subcontractor engaged in work involving hazardous substances, as defined in Section 3 of PL 1993, c.139 (N.J.S.A.13:1K-8), or hazardous waste, as defined in Sect. 1 of PL 1976, c.99 (N.J.S.A.13:1E-38), shall procure and maintain pollution liability insurance, also known as "environmental impairment liability insurance".

**In all cases where a Certificate of Insurance is required, the County of Mercer and Mercer County Park Commission (if applicable) is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:**

**"The County of Mercer named as additional insured for General Liability and Automobile insurance."**

### INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

### WAIVER OF SUBROGATION CLAUSE

Contractor, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

PROPERTY DAMAGE CLAUSE

Contractor agrees to indemnify the County of Mercer for any and all costs for the repair or replacement to County Property, including but not limited to, Buildings and Roads, which arise from or in any manner grow out of any act or neglect on or about said premises by the contractor, partners, agents, employees, invitees, vendors, subcontractors and sub-subcontractors.

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SIGNATURE

DATE

## **INSURANCE CERTIFICATE**

### **PLEASE TAKE NOTE OF THE FOLLOWING CHANGE**

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

## NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,  
being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements contained in said

Proposal  
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

## BACKGROUND INFORMATION FORM

The following information is used by Mercer County in the compilation of reports and research. The provision of this information will not affect the determination of this contract/agreement.

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Nature of Business \_\_\_\_\_

The ownership of the above referenced business is considered:

- |                    |                          |                   |                          |
|--------------------|--------------------------|-------------------|--------------------------|
| 1. Black           | <input type="checkbox"/> | 2. Caucasian      | <input type="checkbox"/> |
| 3. Hispanic        | <input type="checkbox"/> | 4. Asian American | <input type="checkbox"/> |
| 5. American Indian | <input type="checkbox"/> | 6. Indian         | <input type="checkbox"/> |
| 7. Female          | <input type="checkbox"/> | 8. Other          | <input type="checkbox"/> |

51% of the business must be owned and controlled by the ethnic group claimed.

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**MERCER COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**CONSTRUCTION CONTRACTS**

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following:

[www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). Contractors and vendors are responsible for sending copies of the forms to the County.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Division and to the County Compliance Officer. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The County shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

1. Complete Form AA-201 (Initial Project Workforce Report).
2. This report must be submitted to the Department of Purchasing after notification of award but prior to signing a contract.
3. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the County and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

provided by a union which provides evidence, in accordance with standards prescribed by the

Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5- 31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;



- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for

admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

**STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY  
STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**FAILURE TO SUBMIT AND SIGN THIS FORM IS CAUSE FOR AUTOMATIC REJECTION**

☐ I certify that the list below contains the NAMES (DO NOT SPECIFY A CORPORATION OR HOLDING COMPANY) AND HOME ADDRESSES of all persons or individuals holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one person owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Subchapter S Corporation	<input type="checkbox"/> Non-Profit Corporation	<input type="checkbox"/>
Other _____		

**COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:**

DATE OF INCORPORATION: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

**STATE THE NAMES AND HOME ADDRESSES OF ALL STOCKHOLDERS HOLDING 10% OR MORE OF THE ISSUED AND OUTSTANDING STOCK (DO NOT REFERENCE A CORPORATION OR HOLDING COMPANY)**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LEGAL NAME OF BIDDER:** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**THIS FORM MUST BE SIGNED.**

## NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

### Contract Language for BRC Compliance

*Goods and Services Contracts (including purchase orders)*

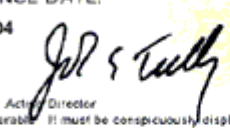
*\* Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers\* or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE ACCEPTABLE BY  
THE COUNTY OF MERCER**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>		
FORM-BRC(08-01)	Acting Director	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

## **EQUIPMENT CERTIFICATION**

### **STATUTORY REFERENCE: N.J.S.A. 40A:11-20**

The Contractor is certifying the availability of the appropriate equipment to provide the specified services from any bidder submitting a bid on public work showing that he owns, leases or controls all the necessary equipment required by the plans and specifications.

The undersigned Bidder hereby certifies as follows:

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Name of above: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follow:

1. The number and type of (*Type of Equipment or Vehicle, etc.*) intended to be used to fulfill all requirements of the Contract Documents with respect to the (*Scope of Work/Services*) are listed Table 1 and 2 and attached hereto.

**Note:** If the Bidder **owns or controls** all the necessary equipment required, complete Paragraph 2 below. If the Bidder **does not own or control** all the necessary equipment required, complete Paragraph 3 below.

2. The bidder owns or controls all the necessary equipment shown in Table 1 and required to accomplish the work described in the Contract Documents during the Contract Term.

Name of Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

3. The Bidder does not own or control all the necessary equipment required to accomplish the Work described in the Contract Documents during the Contract Term. The equipment actually owned or controlled by the Bidder is identified in Table 1.

The remaining equipment required to perform the Work described is noted in Table 2 together with the certification of the owner or person in control of such equipment.

Name of Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

(Type or print name of individual beneath signature – affix corporate seal if appropriate)



**TABLE 1**  
**LIST OF EQUIPMENT**  
**OWNED OR CONTROLLED BY BIDDER**

<b><u>Type of Equipment</u></b> <b><u>Vehicle, Pump, Etc.)</u></b>	<b><u>Number</u></b>	<b><u>Make</u></b>	<b><u>Equipment</u></b> <b><u>Model</u></b>	<b><u>Age</u></b>
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(Attach additional sheets if necessary)

**TABLE 2**

**CERTIFICATION OF OWNER OR CONTROLLER OF EQUIPMENT  
NOT OWNED OR CONTROLLED BY BIDDER**

This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant the Bidder named below the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents for which said equipment is necessary for the term of the contract.

<hr/>	<hr/>
(Name of Bidder)	(Name of Owner or Controller)
Name of Bidder: _____	
By: _____	
(Signature)	
Name: _____	
Title: _____	

<b><u>Type of Equipment</u></b> <b><u>Vehicle, Pump, Etc.)</u></b>	<b><u>Number</u></b>	<b><u>Make</u></b>	<b><u>Equipment</u></b> <b><u>Model</u></b>	<b><u>Age</u></b>
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**(Attach additional sheets if necessary)**

**PLEASE PROVIDE REFERENCES OF PROJECTS IN SIMILAR SCOPE AND COST**

PROJECT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
CONTRACT AMOUNT \_\_\_\_\_

PROJECT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
CONTRACT AMOUNT \_\_\_\_\_

PROJECT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
CONTRACT AMOUNT \_\_\_\_\_

**IF AWARDED A CONTRACT, PLEASE PROVIDE CONTACT, ADDRESSES FOR PURCHASE ORDERS AND CHECK REMIT TO INFORMATION, COPY OF YOUR W9 AND UPON AWARD, FORWARD TO THE COUNTY OF MERCER, ACCOUNTS PAYABLE, 640 SOUTH BROAD STREET, TRENTON, NJ 609 278 8139**

CONTRACT CONTACT \_\_\_\_\_

COMPANY \_\_\_\_\_

PURCHASE ORDER MAILED TO:

\_\_\_\_\_  
\_\_\_\_\_

CHECK REMIT TO:

\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

### **BID ACCEPTANCE**

If written notice of the acceptance of Bid is mailed, telegraphed or delivered to the undersigned, or public award of contract is made, whichever is earlier within sixty (60) days after the date of the opening of the Bids, or any time thereafter before Bids are withdrawn, the undersigned will, within (10) days after the date of such mailing, telegraphing or delivering of such notice or public award, execute and deliver a contract and provide the required Performance and Payment bond in accordance with the Specification and Bid as accepted.

We understand that, upon written request, any Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title)

Business Address: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
(Signature) (Type Name)

Dated: \_\_\_\_\_  
(State of Incorporation)

If Bidder is a corporation, write State of Incorporation above;

If a partnership, give full names of all partners.

The Undersigned is (a Partnership) under the laws of the State of \_\_\_\_\_ ,

having principal offices at \_\_\_\_\_.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE OF AGENT

\_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
PHONE

## This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## **ALTERNATIVE DISPUTE RESOLUTION PROCESS**

### **Claims and Dispute Resolution Procedures**

1. NOTICE: All claims, disputes, issues, clarifications, and other matters questioned by the Contractor, arising out of, or relating to the Contract Documents, Work, or Project, or which may affect the Contract Time or Contract Price, shall be submitted orally or in writing by the Contractor to the County by the end of the next business day after the event in question, and prior to disturbance of the conditions, unless relating to the safety of person or property. The initial notice shall be confirmed in writing to the County within three (3) calendar days of initial notice. The Contractor shall submit, as part of its written confirmation, pertinent information and documentation so the County can evaluate same. The failure to submit such information and documentation shall constitute the Contractor's waiver of any right to seek an adjustment of the Contract Time or Contract Price as a result of such event.
2. PROJECT SITE RESOLUTION: The County shall review the information and documentation furnished by Contractor, and shall issue a reasoned written response within seven (7) calendars days of receipt of the written confirmation. The Contractor shall undertake compliance with the County's written decision. If the Contractor believes the County's decision (i) will be the basis for an adjustment to the Contract Price or Contract Time, (ii) is impossible, or (iii) will adversely affect the integrity of or safety on the Project, it shall have the right to contest the County's decision by a written submission to the County within three (3) calendar days of its receipt. The Contractor shall submit its original submission and any newly discovered or additional information, for review. Within three (3) calendar days of receipt, the County shall have the right to (i) modify the County's decision in writing; (ii) reject the Contractor's request; or (iii) not respond, in which case, the County's decision will stand. The Contractor shall take all reasonable precautions to safeguard the Work and Project while this process takes place, and shall continue performance of the Work, in other locations, so as not to jeopardize the integrity of the Project, Work, Contract Time, Completion, or Safety. Any extraordinary additional costs incurred by either Party may become part of the related claim.
3. MEDIATION: The procedures set forth in Articles 1 and 2 are conditions precedent to the Contractor's instituting any other procedures for the resolution of any claim or dispute. Thereafter, all claims, disputes and other matters in question between the County and Contractor, arising out of, or relating to, this Contract or any breach thereof, including, but not limited to contract interpretations, changes, contract modifications, and events that effect the Contract Time or Contract Price, shall be submitted by Contractor or County, pursuant to a Notice of Claim duly certified by an authorized officer of Contractor or County, to mandatory mediation within seven (7) calendar days (i) after the County to the Contractor's submission pursuant to Article 2, or (ii) of any other event which might not be subject to Article 2. The Notice of Claim shall be submitted to all other mediation parties, any pre-designated Mediator, and any pre-designated mediation administrator.

The Notice of Claim shall state facts, reasons and circumstances for the claim and shall, to the best of the Contractor's and County's abilities, itemize the additional incurred and anticipated costs and time relating thereto. All parties receiving the Notice of Claim, shall respond with a similar document within five (5) calendar days of its receipt. The Notice of Claim will permit further investigation and evaluation by the Contractor, County and Mediator toward a resolution, prior to or during the mediation. The mediator selection process shall commence within three calendar (3) days of receipt of the first Notice of Claim. The Mediator shall be

selected by (i) designation in Contract Documents, (ii) mutual agreement between Contractor and County, or (iii) American Arbitration Association, in order of priority. The Mediation shall be administered by the American Arbitration Association, if the parties had not previously otherwise agreed. The Mediation hearing shall commence within ten (10) calendar days of the selection of the Mediator. Work on the Project shall not be interrupted, delayed or hindered during the Mediation process, unless agreed to in writing by the County. The hearing date shall not be canceled unless by consent of all parties, or with the Mediator's consent, or by the Mediator. Mediation shall be conducted at the Project site, or as the parties agree. The cost of the Mediator and the administration of the Mediation shall be deducted from any specific allowance that may be so designated in the Contract Documents, or shall be equally borne by the parties. The Mediation shall be attended by an executive officer of the Contractor who shall have full authority to act for and bind the Contractor, and by a duly authorized officer or executive of the County. The Mediation shall be subject to County's right to have joined in that Mediation all other parties as permitted by N.J.S.A. 40A:11-50. Full compliance with this Mediation process shall be a condition precedent to utilizing Articles 4 through 7.

4. **ARBITRATION:** Any claims not settled in accord with Articles 1 through 3, shall be decided by Arbitration in accordance with the Construction Industry Arbitration. Rules of the American Arbitration Association and applicable Laws that govern the Project, Work, and Parties. It shall be the obligation of the alleging party to specifically delineate each and every Law that it deems applicable and to specify how each impacts on the issues presented to the Arbitrator(s). The Arbitrator(s)' Award shall include (i) a concise written breakdown and itemization of all damages, remedies and relief being awarded for and against each party and their representatives, and (ii) a written opinion and explanation as to basis for awarding the items referenced in the preceding item (i). The Arbitrator(s)' shall take due consideration of all Laws raised in the hearings, as referenced above. There shall be a separate itemization for any legal fees that might be awarded by the Arbitrator(s), who shall specifically reference the provision within the Contract Documents or Laws permitting the Award of same. An Arbitrator(s)' Award shall be final and binding, and judgement may be entered upon it in accordance with applicable Laws in any court having jurisdiction thereof.
5. **ARBITRATION DEMAND:** Notice of the Demand for Arbitration shall be filed in writing with the other party to this Contract, the County, and the American Arbitration Association. The Demand for Arbitration shall be made within a reasonable time after the Mediation has been concluded, but in no event after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by applicable statute of limitations or other Laws relating to the County.
6. **JOINDER AND CONSOLIDATION:** Any Arbitration between the County and any other party subject to consolidation or joinder as provided in N.J.S.A. 40A:11-50, or by separate contract provision with either Contractor or County may be so consolidated or joined, at the option of the Contractor or County, who is a party to said contract, subject to the Arbitrator(s) consent or as otherwise determined by the Arbitrator(s), and provided same has a common subject matter or issue. The CONTRACTOR shall have the right to join the County as a party to the Arbitration with the Contractor at any reasonable time.
7. **CONTINUATION OF CONTRACT:** Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any Mediation or Arbitration, and Owner shall continue to make payments to the Contractor in accordance with the applicable provisions



of the Contract Documents. The Mediation and Arbitration process shall not effect the Owner's right to exercise its rights and remedies in accord with the Contract Documents; and otherwise act in the public interest.

8. FRIVOLOUS CLAIMS: If it is determined by the Arbitrator(s) that (i) the Contractor or Owner's Notice of Claim was willfully exaggerated and submitted in bad faith; (ii) the Contractor or Owner intentionally and in bad faith failed to comply with the Mediation provisions and process of this contract; (iii) the Contractor or Owner presented a frivolous claim or defense, as defined in N.J.S.A. 2A:15-59.1, in whole or part, in the Arbitration; or (iv) the Contractor or Owner acted in an intentionally arbitrary and capricious manner and failing to comply with the provisions of the Contract Documents, then the Arbitrator(s) shall have the cost authority to award the prevailing party reasonable legal fees and collection costs, incurred as a direct result of such frivolous act or omission. This aspect of an Award shall be separately identified and quantified.
9. THIRD PARTY CLAIMS: The Arbitration provisions of this Article shall not restrict Owner's or Contractor's right to proceed against the other in any judicial forum where a claim, suit, fine, violation, or proceeding has been instituted or filed by a Third Party against either the Owner or Contractor, provided said issues were not specifically included within any previous Arbitration.

## **SAFETY PROGRAM CERTIFICATION**

As set forth more fully within the Contract, Specifications and Supplementary Specifications: Bidders certify compliance with all rules and regulations of Federal, State, and local health officials, including Federal, State, and local laws, rules and regulations concerning construction safety and health standards, and OSHA regulations concerning construction safety and health standards. Bidders agree that at the preconstruction meeting, they shall submit a written safety program that meets or exceeds the minimum requirements of this Contract, Specifications and Supplementary Specifications and any/all applicable Federal, State, and local laws, rules and regulations concerning safety and health standards, and OSHA regulations concerning construction safety and health standards. Bidders agree that receipt of the written safety program by the County or by any County official shall not be considered or be construed as approval of the written safety program and shall not be considered a part of the Contract and shall not obligate the County or any County official to carry out the written safety program in any manner. Bidders agree that they are responsible and accountable for all aspects of the above-mentioned written safety program, including, but not limited to, creating, developing, implementing, updating, monitoring, supervising, enforcing, and correcting deficiencies. Bidders agree that they shall defend, indemnify and save harmless the County and any County official from any and all liability from any actions arising directly or indirectly or alleged to arise from the written safety program. Bidders agree that they assume distinct and several risks, whether they arise from acts or omissions, whether negligent or not, of the Bidder (Contractor), subcontractors, suppliers, materialmen, employees, agents, and all others working for the Bidder (Contractor), the County and any County official, with respect to risks of loss or damage to the permanent construction, risks of claims on account of injury, loss or damage, risks of loss to property of those performing the work, risks of claims related to the Bidder's (Contractor's) written safety program (and/or any other Safety and Health Program) including for the benefit of all officers, agents and employees of the County. Bidders agree that the enumeration of risks assumed herein, or within the Contract, Specifications or Supplementary Specifications, shall not be deemed: to limit the effect of any provision related to such risks and claims; to imply that the Bidder (Contractor) assumes or is responsible for risks or claims only of the type enumerated; to limit the risks that the Bidder (Contractor) would assume of the claims for which the Bidder (Contractor) would be responsible in the absence of such enumerations. Bidders agree that no act or omission by the County or any County official, including but not limited to the appearance, conversation(s), monitoring, supervision, inspection of construction progress or quality, aid with respect to any applicable construction task, availability, or photography at or near the construction site for which the bid herein is submitted, shall be considered an affirmative act, assumption of any duty, assumption of any risk, knowledge of Federal, State, or local laws, knowledge of rules and regulations concerning safety and health standards, knowledge of OSHA regulations concerning construction safety and health standards, or otherwise transfer responsibility and accountability for safety or the written safety program at or near the construction site for which the bid herein is submitted from the Bidder (Contractor) to the County or any County official.

I certify and agree to comply with all safety requirements, as set forth here and more fully within the Contract, Specifications and Supplementary Specifications.

**DATE:** \_\_\_\_\_  
**SIGNED:** \_\_\_\_\_  
**POSITION:** \_\_\_\_\_  
**COMPANY:** \_\_\_\_\_

**RELEASE OF PROJECT TO OWNER**  
**(Please type or print clearly)**

I, \_\_\_\_\_, hereby formally release the project referred to as  
CONTRACTOR NAME

**Insert bid name and number**

This form certifies that \_\_\_\_\_ has  
CONTRACTOR NAME

removed or disconnected all temporary facilities from the site, along with mock-ups, construction tools and similar elements.

\_\_\_\_\_  
Signature of Contractor

Subscribed and sworn to before me

\_\_\_\_\_  
(Signature of Notary Public)

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Print name of Notary Public

Commission Expires \_\_\_\_\_

## MERCER COUNTY COOPERATIVE MEMBERS

1. TOWNSHIP OF LAWRENCE  
240 BAKERS BASIN ROAD  
LAWRENCE, NEW JERSEY 08648  
TELEPHONE: (609) 844-7137  
FAX: (609)-584-0220  
**CONTACT PERSON:** GREGORY WHITEHEAD  
[gwhitehead@lawrencetwp.com](mailto:gwhitehead@lawrencetwp.com)

2. PRINCETON  
400 WITHERSPOON STREET  
PRINCETON, NJ 08540  
TELEPHONE: (609) 497-7655  
FAX: (609) 924-9714  
**CONTACT PERSON:** SANDY WEBB  
[swebb@princetonnj.gov](mailto:swebb@princetonnj.gov)

4. CITY OF TRENTON PURCHASING  
319 EAST STATE STREET  
TRENTON, NEW JERSEY 08608  
TELEPHONE: (609) 989-3137  
FAX (609) 989-4260  
**CONTACT PERSON:** VIVIAN ARRINGTON  
[varrington@trentonnj.org](mailto:varrington@trentonnj.org)

5. MERCER COUNTY COMMUNITY COLLEGE  
1200 OLD TRENTON ROAD  
WEST WINDSOR, NEW JERSEY 08550  
TELEPHONE: (609) 570-3253  
FAX: (609) 570-3822  
**CONTACT PERSON:** STEPHEN GREGOROWICZ  
[gregoros@mccc.edu](mailto:gregoros@mccc.edu)  
MADELINE EHELEBE  
[ehelebem@mccc.edu](mailto:ehelebem@mccc.edu)

6. TOWNSHIP OF HOPEWELL  
201 WASHINGTON CROSSING - PENNINGTON RD.  
TITUSVILLE, NEW JERSEY 08560  
TELEPHONE: (609) 537-0244  
FAX: (609) 737-2770  
**CONTACT PERSON:** NANCY CANTO  
[ncanto@hopewelltp.org](mailto:ncanto@hopewelltp.org)

## MERCER COUNTY COOPERATIVE MEMBERS

7. BOROUGH OF HOPEWELL  
4 COLUMBIA AVENUE – P.O. BOX 128  
HOPEWELL, NEW JERSEY 08525  
TELEPHONE: (609) 466-2636

FAX: (609) 466-8511

**CONTACT PERSON:** MICHELE HOVAN

[michele.hovan@hopewellboro-nj.us](mailto:michele.hovan@hopewellboro-nj.us)

8. TOWNSHIP OF ROBBINSVILLE  
56 ROBBINSVILLE-AlLENTOWN ROAD  
ROBBINSVILLE, NEW JERSEY 08691  
TELEPHONE: (609) 259-0422

FAX: (609) 259-0322

**CONTACT PERSON:** DINO J. COLAROCCO

[dinoc@washington-twp.org](mailto:dinoc@washington-twp.org)

9. TOWNSHIP OF EWING  
2 JAKE GARZIO DRIVE  
EWING, NEW JERSEY 08628  
TELEPHONE: (609) 883-2900 Ext. #7642

FAX: (609) 883-7392

**CONTACT PERSON:** ALEX DEANGELIS

[adeangelis@ewingnj.org](mailto:adeangelis@ewingnj.org)

10. WEST WINDSOR TOWNSHIP  
271 CLARKSVILLE ROAD  
WEST WINDSOR, NEW JERSEY 08550  
TELEPHONE: (609) 799-2400 Ext. #218

FAX: (609) 799-1610

**CONTACT PERSON:** JANIS DINATALE

[jdinatale@westwindsortwp.com](mailto:jdinatale@westwindsortwp.com)

11. SPECIAL SERVICES  
1020 OLD TRENTON ROAD  
HAMILTON, NJ 08690  
TELEPHONE: (609) 631-2123 OR

(609) 586-5144 EXT. #1210

FAX: (609) 586-8966

**CONTACT PERSON:** NANCY SWIRSKY

SEAN CAVALIER

[nswirsky@mcts.edu](mailto:nswirsky@mcts.edu)

[scavalier@mcts.edu](mailto:scavalier@mcts.edu)

## MERCER COUNTY COOPERATIVE MEMBERS

### 12. VOCATIONAL TECHNICAL SCHOOLS

1085 OLD TRENTON ROAD

HAMILTON, NJ 08690

TELEPHONE: (609) 586-2123

FAX: (609) 586-8966

**CONTACT PERSON:** NANCY SWIRSKY

[nswirsky@mcts.edu](mailto:nswirsky@mcts.edu)

### 13. THE BOROUGH OF PENNINGTON

30 NORTH MAIN STREET

PENNINGTON, NEW JERSEY 08534

TELEPHONE: (609) 737-0276

FAX: (609) 737-9780

**CONTACT PERSON:** ELIZABETH STERLING

[bsterling@penningtonboro.org](mailto:bsterling@penningtonboro.org)

### 14. WEST WINDSOR-PLAINSBORO REGIONAL SCHOOL DISTRICT

505 VILLAGE ROAD WEST

PRINCETON JUNCTION, NJ 08550

TELEPHONE: (609) 716-5000

FAX: (609)-716-5012

**CONTACT PERSON:** TONI DUBANIEWICZ

LAWRENCE LOCASTRO

[Toni.Dubaniewicz@ww-p.org](mailto:Toni.Dubaniewicz@ww-p.org)

[Lawrence.LoCastro@ww-p.org](mailto:Lawrence.LoCastro@ww-p.org)

### 15. TOWNSHIP OF EAST WINDSOR

16 LANNING BOULEVARD

EAST WINDSOR, NJ 08520

TELEPHONE: (609) 443-4000

FAX: (609) 443-6865

**CONTACT PERSON:** BILL ASKENSTEDT

[public\\_works@east-windsor.nj.us](mailto:public_works@east-windsor.nj.us)

### 16. BOROUGH OF HIGHTSTOWN

148 NORTH MAIN STREET

HIGHTSTOWN, NJ 08520

TELEPHONE: (609) 490-5100 EXT. #772

FAX: (609) 371-0267

**CONTACT PERSON:** DEBRA SOPRONYI

[clerk@hightstownborough.com](mailto:clerk@hightstownborough.com)

## MERCER COUNTY COOPERATIVE MEMBERS

17. EAST WINDSOR REGIONAL SCHOOL DISTRICT

25A LESHIN LANE

HIGHTSTOWN, NJ 08520

TELEPHONE: (609) 443-8195

FAX: (609) 443-8195

**CONTACT PERSON:** KURT STUMBAUGH

[kstumbaugh@ewrsd.k12.nj.us](mailto:kstumbaugh@ewrsd.k12.nj.us)

18. LAWRENCE TOWNSHIP BOARD OF EDUCATION

2565 PRINCETON PIKE

LAWRENCE, NJ 08648

TELEPHONE: (609) 671-5420

FAX: (609) 883-4225

**CONTACT PERSON:** THOMAS ELDRIDGE

CYNTHIA KORKUCH

[teldridge@ltps.org](mailto:teldridge@ltps.org)

[ckorkuch@ltps.org](mailto:ckorkuch@ltps.org)

19. PRINCETON PUBLIC SCHOOLS

25 VALLEY ROAD

PRINCETON, NJ 08540

TELEPHONE: (609) 806-4210

FAX: (609) 806-4225

**CONTACT PERSON:** STEPHANIE KENNEDY

APRIL TAYLOR

[stephanie\\_kennedy@princetonk12.org](mailto:stephanie_kennedy@princetonk12.org)

[april\\_taylor@princetonk12.org](mailto:april_taylor@princetonk12.org)

20. ROBBINSVILLE BOARD OF EDUCATION

155 ROBBINSVILLE-EDINBURG ROAD

ROBBINSVILLE, NJ 08691

TELEPHONE: (609) 632-0910

FAX: (609) 371-7964

**CONTACT PERSON:** CHRISTINA MOSKAL

[moskal@robbinsville.k12.nj.us](mailto:moskal@robbinsville.k12.nj.us)

21. HOPEWELL REGIONAL SCHOOL DISTRICT

425 SOUTH MAIN STREET

PENNINGTON, NJ 08534

TELEPHONE: (609) 737-4000 Ext. #2705

FAX: (609) 737-7415

**CONTACT PERSON:** BOB COLAVITA

PAT JACZKO

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## MERCER COUNTY COOPERATIVE MEMBERS

22. TRENTON BOARD OF EDUCATION

108 NORTH CLINTON AVENUE

TRENTON, NJ 08609

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23. EWING TOWNSHIP BOARD OF EDUCATION

1331 LOWER FERRY ROAD

EWING, NJ 08618

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**CONTACT PERSON:** LISA RASAW

DENNIS NETTLETON

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24. TOWNSHIP OF HAMILTON

2090 GREENWOOD AVENUE - P.O. BOX 0150

HAMILTON, NJ 08650

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**CONTACT PERSON:** DON RAGAZZO

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25. HAMILTON TOWNSHIP SCHOOL DISTRICT

90 PARK AVENUE

HAMILTON, NJ 08690

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**CONTACT PERSON:** TERRI VEGA

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26. MERCER COUNTY IMPROVEMENT AUTHORITY

80 HAMILTON AVENUE- 2<sup>ND</sup> FLOOR

TRENTON, NJ 08611

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FAX: (609) 695-1452

**CONTACT PERSON:** Carol Navarro

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## MERCER COUNTY COOPERATIVE MEMBERS

27. TRENTON HOUSING AUTHORITY  
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**CONTACT PERSON:** KEN MARTIN

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28. HAMILTON TOWNSHIP FIRE DISTRICT NO. 3  
13 RENNIE STREET  
HAMILTON, NJ 08610  
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FAX: (609) 392-2698

**CONTACT PERSON:** THOMAS T. GRIBBIN, FIRE CHIEF

29. HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1  
201 WASHINGTON CROSSING-PENNINGTON ROAD  
TITUSVILLE, NJ 08560  
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(609) 537-0287  
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30. THE COLLEGE OF NEW JERSEY  
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**CONTACT PERSON:** MARK MEHLER

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**MERCER COUNTY BUILDINGS AND GROUNDS DIVISION**

<b>Facility/Building</b>	<b>Sq. Footage</b>	<b>Year Built</b>	<b>Occupancy</b>	<b>Stories</b>	<b>Structure</b>	<b>Sprinkler</b>
400 Warren Courthouse	155,000	2013	300	5	Metal frame, masonry, non-comust	yes
175 S. Broad Courthouse	150,000	1995	250	5	Metal frame, masonry, non-comust	Yes
209 CH Annex Bldg	35,000	1938	122	5	Frame & Masonry	No
209 CH Boiler Bldg	900	1903	3	2	Masonry	No
209 Court House	65,000	1903	120	3	Frame & Masonry	No
640 Annex Building	35,000	1910	136	4	Frame & Masonry	Yes
640 S. Broad Admin	68,000	1930	130	5	Frame & Masonry	No
Airport Terminal	21,600	1976	20	3	Steel Frame, Block non combustible	Yes
CC - Annex	11,864	1920	25	1	Steel frame, masonry, wood frame	yes
CC - boiler house	2482	1920	4	1	Masonry	No
CC - elec substation	800	1992	0	1	Non-Combustible	No
CC - Pump House 1	904	1920	1	1	Wood frame & masonry	No
CC - Pump House 2	800	1950	1	1	Wood frame & masonry	No
CC - STP	35,500	1995	2	1	New combustible	No
CC - water tower	400	1920	0	1	Steel tank	No
Control Tower	3583	1962	10	5	Steel Non Combustible	No
Correction Center	99,437	1882	1000	2	Steel frame, masonry, non combust	Yes
DOT Bldg 1	36,490	1980	100	1	Steel frame, masonry, non combust	No
DOT Bldg 2	36,579	1980	10	1	Steel frame, masonry, non combust	No
DOT Bldg 3	34,932	1980	0	1	Steel frame, masonry, non combust	No
DOT Bldg 4	11,154	1980	61	1	Steel frame, masonry, non combust	No
Extension Bldg	7300	1960	19	2	Frame & Masonry	No
Fire Rescue (AIR)	95,000	1989	8	2	Steel Frame, Non Combustible	Yes
FS - control bldg	1500	1984	2	2	Steel frame & masonry	yes
FS - drill tower	3125	1984	0	5	masonry, non-combustible	No
FS - main bldg	29,680	1989	50	2	Steel frame & masonry	Yes
FS - pump house	200	1989	0	1	masonry, non-combustible	No
FS - training bldg	4023		15	2.5	masonry, non-combustible	No
Maint Shop	4135	1950	15	1	Frame & Masonry	Yes
Medical Examiner	3978	1950	4	1	Masonry & Wood frame	Yes
Mercer House	5500	1995	25	1	Steel frame, masonry, non combust	Yes
Radio Bldg	80	1945	0	1	Wood frame	No
Vetern's Bldg	4500	2000	7	2	Wood frame & masonry	Yes
Voting Warehouse	32000	1960	5	2	Masonry	Yes
YDC	48,000		150	1	Steel frame, masonry, non combust	yes
YDC - storage	100	1995	0	1	Wood Frame	No

## Mercer County Library System

Building	Sq. Footage	Year Built	Year Addition Built	Structure	Sprinkler	Location
Lawrence Headquarters Branch	65,500	1983	1996	Steel Frame Masonry Timber Roof	Yes	2751 Brunswick Pike, Lawrenceville, NJ 08648
Ewing Branch	25,000	1983	1996	Steel Frame Masonry	Yes	61 Scotch Road, Ewing, NJ 08628
Hopewell Branch	15,000	1983	1996	Steel Frame Masonry	Yes	245 Pennington-Titusville Rd., Pennington, NJ 08534
West Windsor Branch	23,350	1996	-	Steel Frame Masonry	Yes	333 N. Post Rd., Princeton Jct., NJ 08550
Hickory Corner Branch	14,200	1983	1996	Steel Frame Masonry	Yes	138 Hickory Corner Rd., East Windsor, NJ 08520
Hightstown Branch	5,000	1955	1996	Wood Frame Masonry	No	114 Franklin Street, Hightstown, NJ 08520
Twin Rivers Branch	10,500	1983	1996	Steel Frame Masonry	Yes	276 Abbington Drive, East Windsor, NJ 08520
Robbinsville Branch	8,900	1983	1996	Steel Frame Masonry	Yes	42 Allentown Robbinsville Rd., Robbinsville, NJ 08691

MERCER COUNTY PARK COMMISSION: BUILDING & STRUCTURE INVENTORY									
Bldg. / Structure	Bldg. Use	Yr. Built	Sq. Ft.	Height	Const. Type	Fire Suppression	Alarm		Location
MERCER COUNTY PARK									
Workshop Bldg # 1	maintenance	unknown	5840	2-story	Masonry / wood frame	handheld extinguishers	no		Old Trenton Rd.
Workshop Bldg # 2	storage	unknown	571	1-story	wood frame	handheld extinguishers	no		Old Trenton Rd.
Workshop Bldg # 3	storage	2008	2400	1-story	steel w/ wood trusses	handheld extinguishers	no		Old Trenton Rd.
Recreation & Events Ctr.	offices	unknown	2736	2-story	wood frame/stucco	handheld extinguishers	Burglar		Old Trenton Rd.
Rec. & Events Garage	storage	unknown	576	1-story	Masonry / Wood Trusses	handheld extinguishers	no		Old Trenton Rd.
Portable Events Stage	concerts	2006	259	1-story	steel w/ wood trusses	handheld extinguishers	no		334 S. Post Rd.
Field House Restrooms	RR/storage	1972	2210	1-story	masonry	handheld extinguishers	no		Athletic Complex
Baseball # 1 PressBox w/ 7'x15 deck	media use	1976	233	2-story	wood frame	handheld extinguishers	no		Athletic Complex
Baseball # 1 Dugouts (2)	player area	1972	234	1-story	masonry	no	no		Athletic Complex
Softball # 1 Pressbox/Concession Stand	Media use/food	1977	750	2-story	wood frame	ansul sys/handheld ext	no		Athletic Complex
Softball # 1 Dugouts (2)	player area	1972	234	1-story	masonry	no	no		Athletic Complex
Softball # 2 Dugouts (2)	player area	1978	180	1-story	wood frame	no	no		Athletic Complex
Softball # 3 Dugouts (2)	player area	1979	180	1-story	wood frame	no	no		Athletic Complex
Softball # 4 Dugouts (4)	player area	1996	180	1-story	wood frame	no	no		Athletic Complex
Basketball Complex Gazebo 20' dia.	shelter	2009	314	1-story	steel	no	no		Athletic Complex
Ranger HQ	offices	1992	1440	1-story	Double Wide Trailer	handheld extinguishers	Burglar		Main Park Rd.
Storage Shed	storage	2002	108	1-story	wood frame	no	no		334 S. Post Rd.
Maintenance Facility	equip. storage	1992	9344	1-story	masonry/wood trusses	hh extinguishers	burglar/cctv		334 S. Post Rd.
Pesticide Storage	pesticide storag	2007	153	1-story	steel	no	no		334 S. Post Rd.
Maintenance Storage	storage	unknown	1550	1-story	wood frame/steel	hh extinguishers	no		"Mechanics Rd."
Equipment Storage	storage	2009	9600	1-story	steel	hh extinguishers	no		"Mechanics Rd."
Equipment Storage	storage	unknown	6000	1-story	steel	hh extinguishers	no		Site 21-Hughes Dr.
Storage Container	storage	unknown	256	1-story	steel	no	no		"Mechanics Rd."
Storage Container	storage	unknown	256	1-story	steel	no	no		"Mechanics Rd."
Marina Boathouse	catering/boatrent	1985	4797	2-story	masonry/wood frame	sprinkler/hh extinguishers	Burglar		Marina
Marina Boat Storage	Boat Storage	2009	2400	1-story	steel/wood frame	no	no		Marina-Lake Mercer
Marina Pavilion	catering/picnic	2007	2400	1-story	steel	no	no		Marina
Marina Gazebo-18' diameter	catering functions	2006	229	1-story	steel	no	no		Marina
LakesideVillage Gazebo 36' diameter	picnic facility	2006	916	1-story	steel	no	no		Marina Playground
Lakeside Village Playground	playground	2007		1-story	steel/HDPE	no	no		Marina
Lakeside Village Sitting Area		2007			steel/cast alum.	no	no		Marina Playground
W. Picnic Area Pavilion	picnic facility	1983	1800	1-story	wood	no	no		W. Picnic Area
W. Comfort Station	restrooms	1983	972	1-story	masonry/wood trusses	no	no		W. Picnic Area
E. Picnic Area Pavilion	picnic facility	1983	1800	1-story	wood	no	no		E. Picnic Area
E. Comfort Station	restrooms	1983	972	1-story	masonry/wood trusses	hh extinguishers	no		E. Picnic Area
Flds. 3-9 Comfort Station	restrooms	1992	972	1-story	masonry/wood trusses	hh extinguishers	no		Main Park Rd.
3-9 Playground	playground	2008			steel/HDPE/rubber surface	no	no		Main Park Rd.
Space Net	playground	2008			steel/PVC -coated cable	no	no		Main Park Rd.
3-9 Pavilion	picnic facility	2008	1089	1-story	steel	no	no		

MERCER COUNTY PARK COMMISSION: BUILDING & STRUCTURE INVENTORY									
BLDG. / STRUCTURE	Bldg. Use	Yr. Built	Sq. Ft.	Height	Const. Type	Fire Suppression	Alarm		Location
TENNIS COMPLEX									
Indoor Structure	tennis courts	2008	41654	4-story	fabric w/ aluminum frame	sprinkler	fire & burglar		Main Park Rd.
Restrooms/Office/Observation Deck		2008	2472 (2)	2-story	masonry/steel trusses	sprinkler	fire & burglar		inside Indoor Structure
Outdoor Courts Clubhouse	offices	1980	1240 (3)	3-story	wood frame/wood trusses	hh extinguisher	fire & burglar		Tennis Complex
Tennis Courts (10-banks of two Courts)	tennis	1980	13200 x 10	n/a	asphalt	no	no		Tennis Complex
Stadium Court	tennis	1980	15600	n/a	asphalt	no	no		Tennis Complex
SKATING CENTER									
Rink Area	ice skating	1975	27000	4-story	Laminated Wood Beams/Roof	hh extinguishers	Burglar		hockey rink
Warming Area/Compressor Rm.	snack bar	1975	8555	2-story	wood frame/masonry	ansul sys/hh extinguishers	no		snack bar
Storage Trailer	storage	2005	700	1-story	wood frame/steel chassis	no	no		Skating Ctr.
Storage Trailer	storage	2005	700	1-story	wood frame/steel chassis	no	no		Skating Ctr.
MERCER OAKS GOLF COURSE									
Clubhouse	GolfShop/Catering	1997	11050	1-story	wood frame/stucco	sprinkler/ansul/hh exting	fire/burglar/cctv		Village Rd. W.
Maint. Bldg. # 1	equip. maint.	1992	5000	1-story	masonry/steel	hh extinguisher	fire & burglar		4 S. Post Rd.
Maint. Bldg. # 2	equip. maint.	2007	8250	1-story	steel	hh extinguisher	fire & burglar		4 S. Post Rd.
Ball Shed	GolfBall Rental	2007	120	1-story	wood frame	no	no		Village Rd. W.
E. Pumphouse	Irrigation Sys.	2003	576	1-story	masonry	no	no		Village Rd. W.
W. Pumphouse # 1	Irrigation Sys.	1991	300	1-story	steel	no	no		17th Tee
W. Pumphouse # 2	Irrigation Sys.	unknown	576	1-story	masonry/wood trusse roof	no	no		17th Tee
Storage Shed # 1	storage	2001	456	1-story	wood frame	no	no		Village Rd. W.
Storage Shed # 2	storage	2001	456	1-story	wood frame	no	no		Village Rd. W.
MT. VIEW GOLF COURSE									
Clubhouse	GolfShop/Catering	2007	10000	1-story	masonry/wood frame	hh extinguishers	fire/burglar/cctv		870 Bear Tavern Rd.
Maint. Bldg.	equip. maint.	1960's	5500	1-story	masonry/wood trusses	hh extinguishers	no		Nursery Rd.
Storage Bldg.	storage	2008	2400	1-story	steel	hh extinguishers	no		Nursery Rd.
Pump House	Irrigation Sys.	unknown	120	1-story	masonry/wood trusses	no	no		Nursery Rd.
EQUESTRIAN CENTER									
Main Barn: indoor riding barn	boarding/office	1979	17712	1-story	wood frame/trusses/steel siding+roof	hh extinguishers	fire & burglar		431 Federal City Rd.
Lower Barn	boarding	unknown	2555	1-story	masonry/wood trusses	hh extinguisher	fire & burglar		
Storage Shed	storage	2006	360	1-story	wood frame	no	no		
Feed Shed	storage	2006	360	1-story	wood frame	no	no		
Garage-3 Bay	storage	1960	713	1-story	masonry/wood trusses	hh extinguisher	no		
Hay Barn	storage	2005	960	2-story	steel w/ wood frame	no	no		
Storage Shed	storage	2006	960	1-story	wood frame	no	no		
Garage OutBldg	storage	1960	120	1-story	masonry	no	no		
House	Facility Mgr.	1850	2257		wood frame/masonry	no	no		
BALDPATE MTN.									
Visitors Ctr.	to be determined	unknown	5328	2-story	wood frame	hh extinguishers	fireonly		327 Fiddlers Creek Rd.
Lodge Restrooms	restrooms	unknown	790	1-story	wood frame	hh extingishers	no		next to Visitors Ctr.
GreenHouse	to be determined	unknown	540	1-story	masonry/glass				attached to Visitors Ctr.
Storage Bldg.	storage	unknown	880	1.5 story	wood frame	hh extinguishers	no		across from Visitors Ctr.
3-Bay Garage w/ Living Qtrs.	equip. storage	unknown	1500	1.5 story	wood frame	hh extingishers	no		next to Visitors Ctr.
Barn w/ stables	to be determined	unknown	4028	2-story	wood frame				across from 3 bay garage
Spring House	to be determined	unknown	130	1-story	masonry/wood trusse				between Lodge RR & Visitors Ctr.
Spring House w/ 9' dia. Cistern	to be determined	unknown	384	1-story	masonry/wood trusse				Behind Visitors Ctr.

MERCER COUNTY PARK COMMISSION: BUILDING & STRUCTURE INVENTORY								
BLDG. / STRUCTURE	Bldg. Use	Yr. Built	Sq. Ft.	Height	Const. Type	Fire Suppression	Alarm	Location
Hunting Lodge	to be determined	unknown	420	1-story	masonry/wood trusse			rear compound
House	to be determined	unknown	1196	2-story	wood frame			rear compound
Barn	to be determined	unknown	2016	1.5 story	wood frame/masonry			rear compound
Barn w/ Overhang	to be determined	unknown	1864	1.5 story	wood frame/masonry/stone			rear compound
MERCER MEADOWS PARK								
Barn	to be determined	unknown	5016	2-story	wood frame			Keefe & Cold Soil Rds. Lawrence Twp.
Barn	to be determined	unknown	3250	1.5 story	wood frame/metal roof			Federal City Rd.
Storage Bldg./Garage	to be determined	unknown	1848	1-story	wood frame/metal roof			Federal City Rd.
ROSEDALE PARK								
Pump House	well pump	1974	400	1-story	wood frame			Federal City Rd.
Restroom Bldg.	restrooms	1974	672	1-story	wood frame			Federal City Rd.
Pavilion	picnic use	2007	1760	1-story	steel			Picnic Area
Cook Stand	food prep	2007	800	1-story	steel/stone veneer			Picnic Area
PRINCETON COUNTRY CLUB								
Maint. Garage	equip. maint.	1974	3800	1-story	steel			1 Wheeler Way, WW Twp.
Equip. Storage	storage	2007	2400	1-story	steel			adjacent to Maint. Garage
Pump House	irrigation sys.	unknown	96	1-story	wood frame			
Clubhouse: golf shop	snackbar/banquet	1950's	7232	2-story	masonry/wood frame	hh extinuguishers	fire/burg	1 Wheeler Way, WW Twp.
Cook Stand	picnic food prep	2007	1008	1-story	steel	hh extinguishers	no	PCC Picnic Area
Pavilion	picnic use	2007	1560	1-story	steel			PCC Picnic Area
VALLEY ROAD PICNIC AREA								
Pavilion	picnic use	1960	1800	1-story	steel columns/wood frame roof			Valley Rd., Titusville
Cook Stand	picnic food prep	2008	768	1-story	steel			Valley Rd., Titusville
Beverage Stand	picnic use	2008	768	1-story	steel			Valley Rd., Titusville
Comfort Station	restrooms	1960	360	1-story	masonry/wood trusse			Valley Rd., Titusville
Pump House	well pump	2008	80	1-story	masonry/wood trusse			Valley Rd., Titusville
NATURE & INTERPRETIVE CENTER								
	programming	unknown	3268	1-story	masonry/wood trusse	hh extinguishers	fire burg	
WATSON HOUSE								
Historic House	museum	1750	780	2.5 story	stone/wood trusse			151 Wedge Drive, Hamilton Twp.
Pavilion: 20' diameter	shelter	2003	314	1 story	brick/steel			Rte. 29 Tunnel, Trenton
Pavilion: 20' diameter	shelter	2003	314	1 story	brick/steel			Rte. 29 Tunnel, Trenton
Pavilion: 36' diameter	shelter/programs	2003	314	1 story	brick/steel			Rte. 29 Tunnel, Trenton
Pump House	Utility Bldg.	2003	160	1 story	masonry			Rte. 29 Tunnel, Trenton
Pump House	pump station	2003	160	1 story	masonry			
MERCER COUNTY WILDLIFE CENTER								
New Building		2009	5760	1 story	steel	hh extinguishers	fireburgular	Rte. 29 River Rd.
								Rte 29 River Rd.
Tool Shed		1912	660	1 story	frame			Rte 29 River Rd.
Flea Market		1912	1558	1 story	frame			Rte 29 River Rd.
Barn		1900	4622	2 story	frame			Rte 29 River Rd.

MERCER COUNTY PARK COMMISSION: BUILDING & STRUCTURE INVENTORY									
BLDG. / STRUCTURE	Bldg. Use	Yr. Built	Sq. Ft.	Height	Const. Type	Fire Suppression	Alarm		Location
WATERFRONT PARK									
stadium & offices		1994		3 story	steel & masonry	hh extinguishers	Burg/Fire		1 Thunder Rd.
HOWELL FARM									
Visitor Barn						hh extinguishers	Fire		
H. Phillips House						hh extinguishers	Fire		
H. Phillips Barn						hh extinguishers	Fire		
J. Phillips House						hh extinguishers			
School House						hh extinguishers			
Interm House						hh extinguishers			
Leaper House						hh extinguishers			
Interm House						hh extinguishers			
17 Valley Rd House (care taker)						hh extinguishers			
HISTORIC HUNT HOUSE									
Farm House	PC Main Headquarters	1700		2 story	wood frame	hh extinguishers	Burg/Fire		197 Blackwell Rd
Barn	storage	1900		2 story	wood frame	hh extinguishers			